



A Great Hometown...
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REGULAR MEETING OF THE WELLINGTON VILLAGE COUNCIL

Darell Bowen, Mayor
Dr. Carmine A. Priore, Vice Mayor
Lizbeth Benacquisto, Councilwoman
Matt Willhite, Councilman
Howard K. Coates, Jr., Councilman

Wellington Community Center
12165 West Forest Hill Boulevard
Wellington, Florida

TUESDAY, MARCH 16, 2010
7:00 PM

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. INVOCATION

Pastor Larry Mayer, LifeChurch.tv, Wellington

4. APPROVAL OF AGENDA

5. CONSENT AGENDA

**A. AGENDA ITEM NAME: 1. AUTHORIZATION TO PIGGYBACK WEST PALM BEACH
ANNUAL CONTRACT FOR STORMWATER INFRASTRUCTURE REPAIR AND
MAINTENANCE**

**2. AUTHORIZATION TO RENEW WELLINGTON'S CONTRACT WITH ODUM'S FOR
SUPPLY AND DELIVERY OF SOD**

REQUEST: 1. Authorization to Piggyback West Palm Beach Contract with Shenandoah
Construction for Annual Stormwater Infrastructure Repair and Maintenance.

2. Authorization to renew contract with Odum's Sod, Inc. for supply and delivery of sod.

6. PRESENTATIONS AND PROCLAMATIONS

A. EMPLOYEE OF THE MONTH FOR JANUARY 2010

To Recognize the Employee of the Month for January 2010.

B. PROCLAMATION RECOGNIZING MARCH 2010 AS AMERICAN RED CROSS MONTH.

Approval of the Proclamation Recognizing March 2010 as American Red Cross Month.

7. PUBLIC HEARINGS

A. ORDINANCE NO. 2010-05 (SIGN CODE ZTA MEDICAL ARTS PLANNED DEVELOPMENT DISTRICT)

AN ORDINANCE OF THE COUNCIL OF WELLINGTON, FLORIDA, PERTAINING TO ZONING; AMENDING ARTICLE 6 "ZONING DISTRICTS," CHAPTER 8 "PLANNED DEVELOPMENT DISTRICT REGULATIONS," OF THE LAND DEVELOPMENT REGULATIONS OF WELLINGTON; BY ENACTING SECTION 7 "MEDICAL ARTS PLANNED DEVELOPMENT DISTRICT;" PROVIDING A CONFLICTS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

Approval of Ordinance No. 2010-05, creating the Medical Arts Planned Development District.

B. ORDINANCE NO. 2010-08 (SIGN CODE ZTA MIXED USE PLANNED DEVELOPMENT DISTRICT)

AN ORDINANCE OF THE COUNCIL OF WELLINGTON, FLORIDA, PERTAINING TO ZONING; AMENDING ARTICLE 6 "ZONING DISTRICTS," CHAPTER 8 "PLANNED DEVELOPMENT DISTRICT REGULATIONS," OF THE LAND DEVELOPMENT REGULATIONS OF WELLINGTON BY ENACTING SECTION 8 "MIXED USE PLANNED DEVELOPMENT DISTRICT;" PROVIDING A CONFLICTS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

Approval of Ordinance No. 2010-08, creating the Mixed Use Planned Development District.

8. REGULAR AGENDA

9. ATTORNEY'S REPORT

10. MANAGER'S REPORT & UPDATES

11. COUNCIL REPORTS

12. CLOSING COMMENTS

13. PUBLIC FORUM

14. ADJOURNMENT

5. A

**WELLINGTON VILLAGE COUNCIL
AGENDA ITEM SUMMARY**

AGENDA ITEM NAME: 1. Authorization to Piggyback West Palm Beach Annual Contract for Stormwater Infrastructure Repair and Maintenance

2. Authorization to Renew Wellington's Contract with Odum's for Supply and Delivery of Sod

ACTION REQUESTED: Discussion ☐ Approval ☒

**BUDGET AMENDMENT
REQUIRED:** Yes ☐ No ☒ See Below ☐

PUBLIC HEARING: Yes ☐ No ☒

FIRST READING ☐

SECOND READING ☐

REQUEST: 1. Authorization to Piggyback West Palm Beach Contract with Shenandoah Construction for Annual Stormwater Infrastructure Repair and Maintenance.

2. Authorization to renew contract with Odum's Sod, Inc. for supply and delivery of sod.

EXPLANATION:

1. Stormwater Infrastructure Repair and Maintenance:

A variety of skills, labor, materials, tools, and equipment is required to repair and maintain Wellington stormwater infrastructure. These resources are not always available internally within the Public Works Department. The City of West Palm Beach has competitively bid and awarded a unit price contract (see attached) for this purpose. Even though the West Palm Beach contract expires in a few months, on May 24, 2010, Public Works would like to proceed with its use primarily because of the critical need to clean stormwater pipes. In the meantime, the acquisition of a new contract by West Palm Beach is being monitored for possible future use. The anticipated annual expenditure totals \$45,000.

In compliance with Wellington's Local Vendor Preference Policy, Western Community Local Vendors were given the opportunity to match or offer lower prices than those offered on the West Palm Beach contract. H & J Contracting was the only local vendor responding with matching or lower prices, so they will be added as one of Wellington's Stormwater Infrastructure Repair and Maintenance contracting resources. Western Community Local Vendors will be given preference when work is assigned if they can perform the work.

Contract Description	Contractor	Local Vendor Status
Stormwater Infrastructure Maintenance	H & J Contracting	Western Community
Stormwater Infrastructure Maintenance	Shenandoah Construction	Not Local

2. Sod Supply and Delivery:

On March 8, 2007, Council approved contract award to Odum's for supply and delivery of sod as a result of Bid #013-07/RJB. As allowed by the initial award, staff approved the two following annual renewals. Council is being asked to approve the third and final renewal. Public Works expends approximately \$140,000 annually for sod purchases and would like to renew Odum's contract for one more year, since unit prices (see attached) will remain unchanged from 2007. Inquiries found that Odum's unit prices remain below those generally found in the current open market.

Contract Description	Contractor	Local Vendor Status
Sod Supply and Delivery	Odum's Sod	Western Community

LEGAL SUFFICIENCY: Yes

FISCAL IMPACT: Funds have been allocated in the 2010 budget to cover expenditures for these services and commodities as follows:

1. Stormwater Infrastructure: Anticipated spending of \$45,000 is included within total amounts budgeted for Construction in Progress/Drainage Infrastructure for the year.
2. Sod: Anticipated spending of \$140,000 is included within total amounts budgeted for Parks and Public Works Construction in Progress and Operating Supplies for the year.

VILLAGE GOAL: Protecting Our Investment

RECOMMENDATION: Authorization to Piggyback West Palm Beach Contract for Stormwater Infrastructure Repair and Maintenance, including H & J Contracting; and authorization to renew contract for supply and delivery of sod; as presented.

City of West Palm Beach

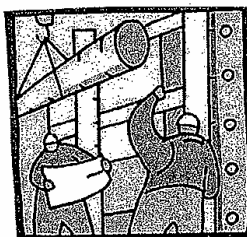
Consultant/Contractor
Original

INVITATION TO BID #06/07-16



PROJECT NO. 07828345

**ANNUAL CONTRACT FOR STORMWATER
INFRASTRUCTURE REPAIR AND
MAINTENANCE**



CITY OF WEST PALM BEACH
ENGINEERING SERVICES DEPARTMENT
Steve Sarley, P.E., SENIOR PROJECT ENGINEER
1000 45TH STREET, SUITE 15
WEST PALM BEACH, FL 33407
(561)-494-1040

**ANNUAL CONTRACT FOR STORMWATER
INFRASTRUCTURE REPAIR AND MAINTENANCE**

ITB NO. 06/07-16

THIS CONTRACT ("Contract") is made and entered into by and between the **CITY OF WEST PALM BEACH**, a municipal corporation of the State of Florida, whose address is 200 2nd Street, West Palm Beach, Florida 33401 (the "City") and **SHENANDOAH GENERAL CONSTRUCTION COMPANY**, a Florida corporation, whose principal address is 1888 NW 22nd Street, Pompano Beach, Florida 33069 (the "Contractor").

WITNESSETH:

WHEREAS, the City issued its Invitation to Bid No. 06/07-16 (the "ITB") pursuant to state and local law to solicit contractors to participate in its Annual Contract for Stormwater Infrastructure Repair and Maintenance, on as needed basis (the "Work" or "Services"); and

WHEREAS, the Contractor is qualified to render said Services and has responded to the ITB by submitting its bid dated February 20, 2007, (the "Bid"), which Bid was accepted by the City; and

WHEREAS, the City wishes to engage the Contractor on as needed basis to perform certain stormwater infrastructure repair and maintenance, in accordance with the ITB and the unit prices specified in the Contractor's Bid; and

WHEREAS, the Contractor has agreed to perform the Work, as described below, for the City in accordance with the terms and conditions of this Contract, the Exhibits attached hereto and made a part hereof (collectively, the "Contract Documents");

NOW, THEREFORE, in consideration of the promises and mutual covenants and obligations herein contained, and subject to the terms and conditions herein stated, the parties hereto understand and agree as follows:

1. Recitals. The foregoing recitals are true and correct and are incorporated herein by this reference.
2. Engagement for Services. The Contractor hereby agrees to furnish all the equipment, materials and labor necessary to perform certain stormwater infrastructure repairs and maintenance services for the City in accordance with the Scope of Work / Specifications and terms set forth in this Contract, at the unit price rates specified in the Contractor's Schedule of Bid Items. This Contract is on a non-exclusive basis and the City reserves the right to award other contracts for the services falling within the scope of this Contract.

3. Scope of Work. The Contractor shall furnish on an as needed basis, all the materials, equipment, tools, labor and incidentals necessary to perform certain stormwater infrastructure repairs and maintenance services for the City, as may be authorized through periodic work orders issued by the City in writing, subject to and in accordance with the terms, conditions and provisions of the Contract Documents. The Scope of Work will include services for all aspects of stormwater infrastructure repairs and maintenance, including but not limited to storm sewer pipe renovation using the slip lining and/or the cured-in-place methods. The Contractor agrees to furnish all equipment and labor necessary for the performance of the services in a good, firm, substantial and workmanlike manner in accordance with applicable plans and technical specifications. The Contractor shall perform the work complete, perform tests where applicable, and ready for continuous services, and is fully responsible for repairs, replacements, and restoration required as a result of damages caused during performance of services. All debris and excess excavated material shall be legally disposed of at a State of Florida licensed disposal site in accordance with local, state and federal regulations.

4. Term. Subject to the termination rights of the City, this Contract shall have a term of twelve (12) months, commencing as of the date executed by the City. Notwithstanding the foregoing, the City reserves the right to terminate this Contract in the event that the performance of services is not satisfactory to the City, in addition to the termination rights set forth in the Contract Documents. At the sole option of the City, this Contract may be renewed for up to two (2) additional twelve (12) month periods. Options to renew will only be effective upon a written contract amendment executed by both parties. Any renewals will be subject to appropriation of funds by the City.

5. Estimated Expenditures/ Availability of Funds. The anticipated value of this Contract for the first term is **One Million Four Hundred Twenty-Three Thousand Seven Hundred Eighty-Five and 00/100 Dollars (\$1,423,785.00)** and is based upon the unit price rates specified in the Contractor's Schedule of Bid Items. The City reserves the right to increase or decrease the anticipated value as necessary to meet actual requirements. The City does not guarantee any minimum amount of work or the extent of services under this Contract or any work order. It is understood and agreed that the City's obligation to pay under this Contract is contingent upon an annual appropriation for its purposes by the City Commission.

6. Rates. The rates for the services and materials shall be established in accordance with the unit price rates specified in the Contractor's Schedule of Bid Items and the unit prices for any unique items agreed upon by City from time to time as necessary.

7. Method of Ordering (Work Orders). As funding becomes available, the City will issue a separate work order for each individual assignment, on as needed basis, which shall be substantially in the same format as the work order attached at the end of this Contract and incorporated herein. The services to be provided under each assignment shall commence and be completed by the dates indicated on the work orders. Each individual work order shall specify the work or services to be performed, the location of such work, schedule for performance, not-to-exceed cost (based upon the Contract's unit prices), and any additional terms or conditions specific to that assignment. All terms and conditions of the Contract Documents will be applicable to each work order. Upon completion of a work order task, the Contractor shall submit an individual invoice, a copy of the original work order and the appropriate small business participation forms as required by the Contract Documents.

8. Time of Completion and Liquidated Damages. The Time of Completion for services authorized under each work order will be established at the time of issuance of work order and shall be of essence. The work to be performed under each work order shall commence on the date of Notice to Proceed. The Contractor acknowledges that failure to complete the task under each work order by the indicated time of completion will result in substantial damages to the City, the amount of which is difficult, if not impossible to ascertain as of the date of this Contract. If the Contractor shall fail to complete work under any work order within time allotted, Contractor agrees to pay the City the amount of **Five Hundred and 00/100 Dollars (\$500.00)**, per calendar day for each and every day the time for completion exceeds the time allowed for that purpose. The City shall and may deduct and retain the amount of such liquidated damages out of any money which may be due under this Contract. The Contractor's Surety shall acknowledge it will be bound by these provisions on liquidated damages on the face of the Surety Bond.

9. Acceptance of Services. Acceptance of services performed shall be by the City after the Project Engineer has inspected the services and determined that task authorized under each work order was completed consistent with the Contract Documents and applicable specifications.

10. Payment. The Contractor shall provide the services "as needed" with no guarantee by the City of the amount of use. Payment will be made by the City for each work order after the work authorized has been performed in accordance with the requirements and provisions of the Contract Documents, accepted and properly invoiced. The City abides by *Part VII of Florida Prompt Payment Act, Florida Statutes, Sections 218.70-218.80*, which provides for prompt payments, interest payments on late payments and a dispute resolution process for properly submitted invoices.

11. Surety or Performance Bond. In accordance with the provisions of *Section 255.05, Florida Statutes*, the Contractor shall provide to the City on forms furnished by the City a 100% Performance Bond and 100% Labor and Material Payment Bond ("Bond"), each in an amount not less than the total cost of each assignment or project for services to be performed under each work order. The bond shall incorporate by reference the terms of the Contract Documents in its entirety.

12. Insurance. The Contractor shall, during the Term hereof, carry insurance in the types and amounts set forth in the General Conditions and Terms of this Contract.

13. Small Business Goal. The Small Business Enterprise Goal for this Project shall be in the minimum amount of 15% of the total value of this Contract. The Contractor shall comply with the requirements of the Small Business Program throughout the term of this Contract. The Contractor's Bid contained a statement of Small Business Participation in the amount of approximately 15% of the value of this Contract. Failure of the Contractor to maintain Small Business participation at the proposed level may require evidence of good faith effort by Contractor and may be considered cause for cancellation of this Contract.

14. Contract Documents. The Contractor agrees to complete all services in accordance with the following Contract Documents:

- Exhibit "1" General Terms and Conditions
- Exhibit "2" Scope of Work / Special Terms and Conditions
- Exhibit "3" Contractor's Bid
- Exhibit "4" Schedule of Bid Items
- Exhibit "5" Bidder's Bond and Relating Power of Attorney and Surety Certificate
- Exhibit "6" Schedule of Subcontractors
- Exhibit "7" Contractor's Statement of Small Business Subcontractor Participation
- Exhibit "8" Subcontractors' List
- Exhibit "9" Letters of Small Business Intent
- Exhibit "10" Small Business Office Good Faith Efforts (if applicable)
- Exhibit "11" Substitution Sheet
- Exhibit "12" Contractor License Verification Form
- Exhibit "13" Contractor References
- Exhibit "14" Non-Collusion Affidavit
- Exhibit "15" Drug Free Workplace Statement
- Exhibit "16" Florida Trench Safety Compliance Certificate
- Exhibit "17" Performance Bond, Labor and Materials Bond and Relating Power of Attorney and Surety Certificate
- Exhibit "18" Insurance Certificates and Risk Management Compliance Certificate
- Exhibit "19" Lienors Paid in Full (Form) Affidavit
- Exhibit "20" Release of Lien (Form)
- Exhibit "21" Technical Specifications (Separate Cover)

The term "Contract" shall include all the terms and conditions and project requirements set forth in the ITB, any amendments thereto, the Bid and this Contract, all of which taken together form the Agreement. Except as otherwise specifically provided herein, in the event of any conflict between the specific provisions of a work order, the ITB and/or Bid, the provisions shall be given precedence in the following order: (1) work order; (2) this Contract; (3) the ITB; and (4) the Bid. Wherever possible, the provisions of the documents shall be construed in such manner as to avoid conflicts between provisions of the various documents.

IN WITNESS WHEREOF, the undersigned parties have executed this Contract as of the date and year indicated below.

ATTEST:

By: [Signature]
City Clerk

CITY OF WEST PALM BEACH

By: [Signature]
Lois J. Frankel, Mayor

Date: May 25, 2007

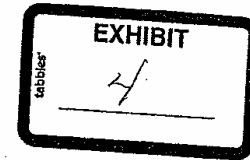
FAUTILITIES\Agreements\Service Agmts\Shenandoah Construction, Co. Annual k for Stormwater Repair.doc
420.07-05151NH

CITY ATTORNEY'S OFFICE
Approved as to form
and legal sufficiency
By: [Signature]
Date: 5-25-07

CONTRACTOR:
SHENANDOAH GENERAL
CONSTRUCTION COMPANY

By: [Signature]
Print Name: Daniel DeMura
Title: Vice President

EXHIBIT 4

STORMWATER INFRASTRUCTURE
REPAIR AND MAINTENANCE

ITEM NO.	DESCRIPTION	EST. ANNUAL QUANTITY	UNIT	UNIT COST	TOTAL COST
MISCELLANEOUS REPAIR					
1.	Construction Foreman	500	HR.	\$ 45.00	\$ 22,500.00
2.	Laborer	500	HR.	\$ 35.00	\$ 17,500.00
3.	Excavator-Cat 315CL or equal*	100	HR.	\$ 135.00	\$ 13,500.00
4.	Mini Excavator-Cat 304CR or equal*	100	HR.	\$ 75.00	\$ 7,500.00
5.	Crawler Loader-Cat 257B or equal*	80	HR.	\$ 90.00	\$ 7,200.00
6.	Wheel Loader-JD 544H or equal*	80	HR.	\$ 90.00	\$ 7,200.00
7.	Backhoe Loader-JD 319G or equal*	80	HR.	\$ 80.00	\$ 6,400.00
8.	Dozer-JD 450H or equal*	100	HR.	\$ 90.00	\$ 9,000.00
9.	Haul Truck-16 to 18 c.y. capacity*	100	HR.	\$ 45.00	\$ 4,500.00

MISCELLANEOUS REPAIR \$ 95,300.00
(Items 1 thru 9)

* Labor cost of operator included.

PIPE CLEANING					
10.	15 inch pipe light cleaning	100	L.F.	\$ 4.00	\$ 400.00
11.	15 inch pipe medium cleaning	100	L.F.	\$ 6.00	\$ 600.00
12.	15 inch pipe heavy cleaning	100	L.F.	\$ 7.00	\$ 700.00
13.	18 inch pipe light cleaning	100	L.F.	\$ 5.00	\$ 500.00
14.	18 inch pipe medium cleaning	100	L.F.	\$ 6.50	\$ 650.00
15.	18 inch pipe heavy cleaning	100	L.F.	\$ 7.50	\$ 750.00
16.	24 inch pipe light cleaning	100	L.F.	\$ 5.50	\$ 550.00
17.	24 inch pipe medium cleaning	100	L.F.	\$ 7.75	\$ 775.00
18.	24 inch pipe heavy cleaning	100	L.F.	\$ 8.00	\$ 800.00
19.	30 inch pipe light cleaning	100	L.F.	\$ 6.00	\$ 600.00
20.	30 inch pipe medium cleaning	100	L.F.	\$ 9.00	\$ 900.00
21.	30 inch pipe heavy cleaning	100	L.F.	\$ 10.00	\$ 1,000.00
22.	36 inch pipe light cleaning	100	L.F.	\$ 6.50	\$ 650.00
23.	36 inch pipe medium cleaning	100	L.F.	\$ 10.00	\$ 1,000.00

24. 36 inch pipe heavy cleaning	100	L.F.	\$ 12.00	\$ 1,200.00
25. 42 inch pipe light cleaning	100	L.F.	\$ 7.00	\$ 700.00
26. 42 inch pipe medium cleaning	100	L.F.	\$ 13.00	\$ 1,300.00
27. 42 inch pipe heavy cleaning	100	L.F.	\$ 18.00	\$ 1,800.00
28. 48 inch pipe light cleaning	100	L.F.	\$ 8.00	\$ 800.00
29. 48 inch pipe medium cleaning	100	L.F.	\$ 21.00	\$ 2,100.00
30. 48 inch pipe heavy cleaning	100	L.F.	\$ 25.00	\$ 2,500.00
31. 54 inch pipe light cleaning	100	L.F.	\$ 9.00	\$ 900.00
32. 54 inch pipe medium cleaning	100	L.F.	\$ 23.00	\$ 2,300.00
33. 54 inch pipe heavy cleaning	100	L.F.	\$ 25.00	\$ 2,500.00
34. 60 inch pipe light cleaning	100	L.F.	\$ 9.00	\$ 900.00
35. 60 inch pipe medium cleaning	100	L.F.	\$ 25.00	\$ 2,500.00
36. 60 inch pipe heavy cleaning	100	L.F.	\$ 30.00	\$ 3,000.00
37. 72 inch pipe light cleaning	100	L.F.	\$ 11.00	\$ 1,100.00
38. 72 inch pipe medium cleaning	100	L.F.	\$ 30.00	\$ 3,000.00
39. 72 inch pipe heavy cleaning	100	L.F.	\$ 40.00	\$ 4,000.00
40. 84 inch pipe light cleaning	100	L.F.	\$ 11.00	\$ 1,100.00
41. 84 inch pipe medium cleaning	100	L.F.	\$ 35.00	\$ 3,500.00
42. 84 inch pipe heavy cleaning	100	L.F.	\$ 45.00	\$ 4,500.00

SUBTOTAL PIPE CLEANING \$ 49,575.00
(Items 10 thru 42)

SLIP LINING with HDPE Pipe

43. Slip Lining 18 inch pipe	100	L.F.	\$ 42.00	\$ 4,200.00
44. Slip Lining 24 inch pipe	100	L.F.	\$ 51.00	\$ 5,100.00
45. Slip Lining 30 inch pipe	100	L.F.	\$ 84.00	\$ 8,400.00
46. Slip Lining 42 inch pipe	100	L.F.	\$ 150.00	\$ 15,000.00
47. Slip Lining 48 inch pipe	100	L.F.	\$ 221.00	\$ 22,100.00
48. Slip Lining 54 inch pipe	100	L.F.	\$ 263.00	\$ 26,300.00
49. Slip Lining 60 inch pipe	100	L.F.	\$ 282.00	\$ 28,200.00
50. Slip Lining 72 inch pipe	100	L.F.	\$ 525.00	\$ 52,500.00
51. Slip Lining 84 inch pipe	100	L.F.	\$ 625.00	\$ 62,500.00

SUBTOTAL SLIP LINING \$ 224,300.00
(Items 43 thru 51)

CURED IN PLACE PIPE

52. CIPP 18 inch pipe				
7.5 mm thickness (0.295 in)	100	L.F.	<u>\$ 74.90</u>	<u>\$ 7,490.00</u>
10.5 mm thickness (0.413 in)	100	L.F.	<u>\$ 80.25</u>	<u>\$ 8,025.00</u>
53. CIPP 24 inch pipe				
9.0 mm thickness (0.354 in)	100	L.F.	<u>\$ 107.00</u>	<u>\$ 10,700.00</u>
12.0 mm thickness (0.472 in)	100	L.F.	<u>\$ 117.70</u>	<u>\$ 11,770.00</u>
54. CIPP 30 inch pipe				
12.0 mm thickness (0.472 in)	100	L.F.	<u>\$ 128.40</u>	<u>\$ 12,840.00</u>
15.0 mm thickness (0.591 in)	100	L.F.	<u>\$ 139.10</u>	<u>\$ 13,910.00</u>
55. CIPP 36 inch pipe				
12.0 mm thickness (0.472 in)	100	L.F.	<u>\$ 149.80</u>	<u>\$ 14,980.00</u>
15.0 mm thickness (0.591 in)	100	L.F.	<u>\$ 160.50</u>	<u>\$ 16,050.00</u>
18.0 mm thickness (0.709 in)	100	L.F.	<u>\$ 181.90</u>	<u>\$ 18,190.00</u>
56. CIPP 42 inch pipe				
12.0 mm thickness (0.472 in)	100	L.F.	<u>\$ 176.55</u>	<u>\$ 17,655.00</u>
15.0 mm thickness (0.591 in)	100	L.F.	<u>\$ 187.25</u>	<u>\$ 18,725.00</u>
18.0 mm thickness (0.709 in)	100	L.F.	<u>\$ 215.25</u>	<u>\$ 21,525.00</u>
57. CIPP 48 inch pipe				
15.0 mm thickness (0.591 in)	100	L.F.	<u>\$ 236.25</u>	<u>\$ 23,625.00</u>
18.0 mm thickness (0.709 in)	100	L.F.	<u>\$ 262.50</u>	<u>\$ 26,250.00</u>
21.0 mm thickness (0.827 in)	100	L.F.	<u>\$ 283.50</u>	<u>\$ 28,350.00</u>
58. CIPP 54 inch pipe				
15.0 mm thickness (0.591 in)	100	L.F.	<u>\$ 273.00</u>	<u>\$ 27,300.00</u>
18.0 mm thickness (0.709 in)	100	L.F.	<u>\$ 304.50</u>	<u>\$ 30,450.00</u>
21.0 mm thickness (0.827 in)	100	L.F.	<u>\$ 336.00</u>	<u>\$ 33,600.00</u>
59. CIPP 60 inch pipe				
15.0 mm thickness (0.591 in)	100	L.F.	<u>\$ 472.50</u>	<u>\$ 47,250.00</u>
18.0 mm thickness (0.709 in)	100	L.F.	<u>\$ 498.75</u>	<u>\$ 49,875.00</u>
21.0 mm thickness (0.827 in)	100	L.F.	<u>\$ 525.00</u>	<u>\$ 52,500.00</u>
60. CIPP 72 inch pipe				
15.0 mm thickness (0.591 in)	100	L.F.	<u>\$ 721.00</u>	<u>\$ 72,100.00</u>
18.0 mm thickness (0.709 in)	100	L.F.	<u>\$ 772.50</u>	<u>\$ 77,250.00</u>
21.0 mm thickness (0.827 in)	100	L.F.	<u>\$ 824.00</u>	<u>\$ 82,400.00</u>
61. CIPP 84 inch pipe				
15.0 mm thickness (0.591 in)	100	L.F.	<u>\$ 978.50</u>	<u>\$ 97,850.00</u>
18.0 mm thickness (0.709 in)	100	L.F.	<u>\$ 1,030.00</u>	<u>\$ 103,000.00</u>
21.0 mm thickness (0.827 in)	100	L.F.	<u>\$ 1,081.50</u>	<u>\$ 108,150.00</u>

SUBTOTAL CURED IN PLACE PIPE \$ 1,031,810.00
(Items 52 thru 61)

PIPE VIDEO INSPECTION AND LOGS

62. Video Inspection/Logs 18 inch pipe	100	L.F.	<u>\$ 5.00</u>	<u>\$ 500.00</u>
63. Video Inspection/Logs 24 inch pipe	100	L.F.	<u>\$ 5.50</u>	<u>\$ 550.00</u>
64. Video Inspection/Logs 30 inch pipe	100	L.F.	<u>\$ 6.50</u>	<u>\$ 650.00</u>
65. Video Inspection/Logs 30 inch pipe	100	L.F.	<u>\$ 6.50</u>	<u>\$ 650.00</u>
66. Video Inspection/Logs 36 inch pipe	100	L.F.	<u>\$ 7.50</u>	<u>\$ 750.00</u>
67. Video Inspection/Logs 42 inch pipe	100	L.F.	<u>\$ 8.00</u>	<u>\$ 800.00</u>
68. Video Inspection/Logs 48 inch pipe	100	L.F.	<u>\$ 9.00</u>	<u>\$ 900.00</u>
69. Video Inspection/Logs 54 inch pipe	100	L.F.	<u>\$ 10.00</u>	<u>\$ 1,000.00</u>
70. Video Inspection/Logs 60 inch pipe	100	L.F.	<u>\$ 15.00</u>	<u>\$ 1,500.00</u>
71. Video Inspection/Logs 72 inch pipe	100	L.F.	<u>\$ 20.00</u>	<u>\$ 2,000.00</u>
72. Video Inspection/Logs 84 inch pipe	100	L.F.	<u>\$ 25.00</u>	<u>\$ 2,500.00</u>

SUBTOTAL PIPE VIDEO INSPECTION AND LOGS \$ 11,800.00
(Items 63 thru 72)

DEWATERING/POLLUTION CONTROL

73. Well Point Equipment/Up to 150 points	100	HR.	<u>\$100.00</u>	<u>\$ 10,000.00</u>
74. Turbidity Barrier	100	L.F.	<u>\$10.00</u>	<u>\$ 1,000.00</u>

SUBTOTAL DEWATERING/POLLUTION CONTROL \$ 11,000.00

(Items 73 thru 74)

GRAND TOTAL \$ 1,423,785.00

(Items 1 thru 74)

Consultant/Contractor
Original

CONTRACT NO. 05151.016; ITB NO. 06/07-16

**AMENDMENT NO. 2 TO THE ANNUAL CONTRACT FOR
STORMWATER INFRASTRUCTURE REPAIR AND MAINTENANCE**

THIS AMENDMENT NO. 2 TO THE ANNUAL CONTRACT FOR STORMWATER INFRASTRUCTURE REPAIR AND MAINTENANCE ("Amendment No. 2") is entered into by and between the **CITY OF WEST PALM BEACH** ("City") and **SHENANDOAH GENERAL CONSTRUCTION COMPANY** ("Contractor").

RECITALS

WHEREAS, the City entered into an Annual Contract for Stormwater Infrastructure Repair and Maintenance, dated May 25, 2007, with the Contractor for the provision of citywide stormwater repair and maintenance services as needed, in accordance with the unit prices rates specified in the Schedule of Bid Items, **Exhibit "4"** of the Contract; and

WHEREAS, Section 4 of the Contract provides that the Contract shall commence from the date executed by the City and may be renewed for two (2) additional one (1) year periods at the sole option of the City; and

WHEREAS, pursuant to Section 4, the City renewed the Contract for the Second Term, which commenced May 25, 2008, expiring May 24, 2009; and

WHEREAS, the City desires to renew the Contract for an additional one year period ("Third Term" or "Final Term"), subject to the terms and conditions contained herein.

AGREEMENT

In consideration of the foregoing recitals, the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Contractor hereby agree as follows:

1. **Recitals.** The City and Contractor hereby acknowledge and agree that the recitals set forth in this Amendment No. 2 are true and correct in their entirety.
2. **Contract.** All references to "Contract" shall mean the terms and conditions contained in the Annual Contract for Stormwater Infrastructure Repair and Maintenance, dated May 25, 2007, as amended by Amendment No. 1 and this Amendment No. 2.
3. **Term.** Pursuant to Section 4, the term of the Contract is hereby renewed for a Final Term, commencing May 25, 2009, and expiring **May 24, 2010**. Renewal terms and conditions shall remain the same as the original Contract, except that the unit price rates specified in the Schedule of Bid Items, **Exhibit "4"** of the Contract, as amended are hereby deleted in their entirety and replaced with a revised rate schedule, consisting of three (3) page, attached hereto and incorporated herein as **Exhibit "2-A"**.

Shenandoah General Construction Co.
Annual Contract for Stormwater Infrastructure Repair & Maintenance-Amd. 2
04062009


4. **Compensation.** The anticipated value of this Contract for the Final Term is **One Million Six Hundred Seventy-Four Thousand Four Hundred Ten and 08/100 Dollars (\$1,674, 410.08)**. The City reserves the right to increase or decrease the anticipated value as necessary to meet actual requirements. The City does not guarantee any minimum amount of work, or the extent of services required. It is understood and agreed that the City's obligation to pay under this Contract is contingent upon an annual appropriation for its purposes by the City Commission.

5. **Effect of Amendment.** Except to the extent the Contract is modified by Amendment No. 1 and this Amendment No. 2, the terms and provisions of the Contract shall remain unmodified and in full force and effect.


6. **Construction.** In the event of a conflict between the terms of the Contract, as amended by Amendment No. 1 and this Amendment No. 2, the terms of this Amendment No. 2 shall govern and prevail.

IN WITNESS WHEREOF, the City and Contractor have executed this Amendment No. 2 as of the date and year written below.

ATTEST:



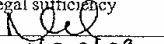
City Clerk

CITY OF WEST PALM BEACH
By: 


Lois J. Frankel, Mayor

Dated: 5/27/, 2009.

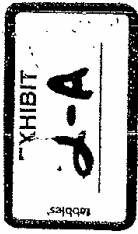
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420.07-05151.016NII

CITY ATTORNEY'S OFFICE
Approved as to form
and legal sufficiency
By: 
Date: 5/26/09

SHENANDOAH GENERAL CONSTRUCTION CO.

By: 

Print Name: Daniel D. Miner
Title: Vice President



City of West Palm Beach Bid#06-07-16 Annual Contract for Stormwater Infrastructure Repair & Maintenance Proj#7828345 Misc Headwell/Pipe Repair									
Item Description	Est	Quan	Unit	Unit Price	Total	% of Inc Increase	New Unit Price	Renewal Increase	5/25/08-5/24/09
1 Foreman	500	Hr		\$ 45.00	\$ 22,500.00	0%	\$ 45.00	0%	\$ 22,500.00
2 Laborer	500	Hr		\$ 35.00	\$ 17,500.00	0%	\$ 35.00	0%	\$ 17,500.00
3 Excavator Cat 315CL	100	Hr		\$ 135.00	\$ 13,500.00	10%	\$ 148.50	8%	\$ 14,850.00
4 Mini Excavator-Cat 304CR	100	Hr		\$ 75.00	\$ 7,500.00	10%	\$ 82.50	8%	\$ 8,250.00
5 Crawler Loader-Cat 267B	80	Hr		\$ 90.00	\$ 7,200.00	10%	\$ 99.00	8%	\$ 7,920.00
6 Wheel Loader JD544H	80	Hr		\$ 90.00	\$ 7,200.00	10%	\$ 99.00	8%	\$ 7,920.00
7 Backhoe Loader JD319G	80	Hr		\$ 80.00	\$ 6,400.00	10%	\$ 88.00	8%	\$ 7,040.00
8 Dozer JD450H	100	Hr		\$ 90.00	\$ 9,000.00	10%	\$ 99.00	8%	\$ 9,900.00
9 Haul Truck 16-18 CY	100	Hr		\$ 45.00	\$ 4,500.00	10%	\$ 49.50	8%	\$ 4,950.00
Pipe Cleaning					\$ 95,300.00				\$ 100,830.00
10 15" Light	100	LF		\$ 4.00	\$ 400.00	0%	\$ 4.00	0%	\$ 400.00
11 15" Medium	100	LF		\$ 6.00	\$ 600.00	0%	\$ 6.00	0%	\$ 600.00
12 15" Heavy	100	LF		\$ 7.00	\$ 700.00	0%	\$ 7.00	0%	\$ 700.00
13 18" Light	100	LF		\$ 5.00	\$ 500.00	0%	\$ 5.00	0%	\$ 500.00
14 18" Medium	100	LF		\$ 6.50	\$ 650.00	0%	\$ 6.50	0%	\$ 650.00
15 18" Heavy	100	LF		\$ 7.50	\$ 750.00	0%	\$ 7.50	0%	\$ 750.00
16 24" Light	100	LF		\$ 5.50	\$ 550.00	0%	\$ 5.50	0%	\$ 550.00
17 24" Medium	100	LF		\$ 7.75	\$ 775.00	0%	\$ 7.75	0%	\$ 775.00
18 24" Heavy	100	LF		\$ 8.00	\$ 800.00	0%	\$ 8.00	0%	\$ 800.00
19 30" Light	100	LF		\$ 6.00	\$ 600.00	0%	\$ 6.00	0%	\$ 600.00
20 30" Medium	100	LF		\$ 9.00	\$ 900.00	0%	\$ 9.00	0%	\$ 900.00
21 30" Heavy	100	LF		\$ 10.00	\$ 1,000.00	0%	\$ 10.00	0%	\$ 1,000.00
22 36" Light	100	LF		\$ 6.50	\$ 650.00	0%	\$ 6.50	0%	\$ 650.00
23 36" Medium	100	LF		\$ 10.00	\$ 1,000.00	0%	\$ 10.00	0%	\$ 1,000.00
24 36" Heavy	100	LF		\$ 12.00	\$ 1,200.00	0%	\$ 12.00	0%	\$ 1,200.00
25 42" Light	100	LF		\$ 7.00	\$ 700.00	0%	\$ 7.00	0%	\$ 700.00
26 42" Medium	100	LF		\$ 13.00	\$ 1,300.00	0%	\$ 13.00	0%	\$ 1,300.00
27 42" Heavy	100	LF		\$ 18.00	\$ 1,800.00	0%	\$ 18.00	0%	\$ 1,800.00
28 48" Light	100	LF		\$ 8.00	\$ 800.00	0%	\$ 8.00	0%	\$ 800.00
29 48" Medium	100	LF		\$ 21.00	\$ 2,100.00	0%	\$ 21.00	0%	\$ 2,100.00
					\$ 108,896.40				\$ 108,896.40

30	48" Heavy	100	LF	\$	25.00	\$	2,500.00	0%	\$	-	\$	25.00	\$	2,500.00	0%	\$	-	\$	25.00	\$	2,500.00
31	54" Light	100	LF	\$	9.00	\$	900.00	0%	\$	-	\$	9.00	\$	900.00	0%	\$	-	\$	9.00	\$	900.00
32	54" Medium	100	LF	\$	23.00	\$	2,300.00	0%	\$	-	\$	23.00	\$	2,300.00	0%	\$	-	\$	23.00	\$	2,300.00
33	54" Heavy	100	LF	\$	25.00	\$	2,500.00	0%	\$	-	\$	25.00	\$	2,500.00	0%	\$	-	\$	25.00	\$	2,500.00
34	60" Light	100	LF	\$	9.00	\$	900.00	0%	\$	-	\$	9.00	\$	900.00	0%	\$	-	\$	9.00	\$	900.00
35	60" Medium	100	LF	\$	25.00	\$	2,500.00	0%	\$	-	\$	25.00	\$	2,500.00	0%	\$	-	\$	25.00	\$	2,500.00
36	60" Heavy	100	LF	\$	30.00	\$	3,000.00	0%	\$	-	\$	30.00	\$	3,000.00	0%	\$	-	\$	30.00	\$	3,000.00
37	72" Light	100	LF	\$	11.00	\$	1,100.00	0%	\$	-	\$	11.00	\$	1,100.00	0%	\$	-	\$	11.00	\$	1,100.00
38	72" Medium	100	LF	\$	30.00	\$	3,000.00	0%	\$	-	\$	30.00	\$	3,000.00	0%	\$	-	\$	30.00	\$	3,000.00
39	72" Heavy	100	LF	\$	40.00	\$	4,000.00	0%	\$	-	\$	40.00	\$	4,000.00	0%	\$	-	\$	40.00	\$	4,000.00
40	84" Light	100	LF	\$	11.00	\$	1,100.00	0%	\$	-	\$	11.00	\$	1,100.00	0%	\$	-	\$	11.00	\$	1,100.00
41	84" Medium	100	LF	\$	35.00	\$	3,500.00	0%	\$	-	\$	35.00	\$	3,500.00	0%	\$	-	\$	35.00	\$	3,500.00
42	84" Heavy	100	LF	\$	45.00	\$	4,500.00	0%	\$	-	\$	45.00	\$	4,500.00	0%	\$	-	\$	45.00	\$	4,500.00
Slip Lining																					
43	18"	100	LF	\$	42.00	\$	4,200.00	10%	\$	4.20	\$	46.20	\$	4,620.00	8%	\$	3.70	\$	49.90	\$	4,638.60
44	24"	100	LF	\$	51.00	\$	5,100.00	10%	\$	5.10	\$	56.10	\$	5,610.00	8%	\$	4.49	\$	60.59	\$	6,068.80
45	30"	100	LF	\$	84.00	\$	8,400.00	10%	\$	8.40	\$	92.40	\$	9,240.00	8%	\$	7.39	\$	99.79	\$	9,978.20
46	42"	100	LF	\$	150.00	\$	15,000.00	10%	\$	15.00	\$	165.00	\$	16,500.00	8%	\$	13.20	\$	178.20	\$	17,820.00
47	48"	100	LF	\$	221.00	\$	22,100.00	10%	\$	22.10	\$	243.10	\$	24,310.00	8%	\$	18.45	\$	262.65	\$	26,264.80
48	54"	100	LF	\$	263.00	\$	26,300.00	10%	\$	26.30	\$	289.30	\$	28,930.00	8%	\$	23.14	\$	312.44	\$	31,244.40
49	60"	100	LF	\$	282.00	\$	28,200.00	10%	\$	28.20	\$	310.20	\$	31,020.00	8%	\$	24.82	\$	335.02	\$	33,501.60
50	72"	100	LF	\$	525.00	\$	52,500.00	10%	\$	52.50	\$	577.50	\$	57,750.00	8%	\$	46.20	\$	623.70	\$	62,370.00
51	84"	100	LF	\$	625.00	\$	62,500.00	10%	\$	62.50	\$	687.50	\$	68,750.00	8%	\$	55.00	\$	742.50	\$	74,250.00
Cured in Place Pipe																					
52	18" (7.5 mm thickness (0.295 in)	100	LF	\$	74.90	\$	7,490.00	10%	\$	7.49	\$	82.39	\$	8,239.00	8%	\$	6.59	\$	88.98	\$	8,893.12
53	24" (10.5 mm thickness (0.413 in)	100	LF	\$	80.25	\$	8,025.00	10%	\$	8.03	\$	88.28	\$	8,827.50	8%	\$	7.06	\$	95.34	\$	9,533.70
54	30" (12.0 mm thickness (0.472 in)	100	LF	\$	107.00	\$	10,700.00	10%	\$	10.70	\$	117.70	\$	11,770.00	8%	\$	9.42	\$	127.12	\$	12,711.60
55	36" (15.0 mm thickness (0.591 in)	100	LF	\$	128.40	\$	12,840.00	10%	\$	12.84	\$	141.24	\$	14,124.00	8%	\$	10.36	\$	139.63	\$	13,982.76
56	42" (18.0 mm thickness (0.709 in)	100	LF	\$	139.10	\$	13,910.00	10%	\$	13.91	\$	153.01	\$	15,301.00	8%	\$	11.30	\$	152.54	\$	15,253.82
57	48" (15.0 mm thickness (0.591 in)	100	LF	\$	149.80	\$	14,980.00	10%	\$	14.98	\$	164.78	\$	16,478.00	8%	\$	13.18	\$	177.96	\$	17,796.24
58	54" (18.0 mm thickness (0.709 in)	100	LF	\$	181.90	\$	18,190.00	10%	\$	18.19	\$	200.08	\$	20,008.00	8%	\$	14.12	\$	190.67	\$	19,067.40
59	60" (15.0 mm thickness (0.591 in)	100	LF	\$	176.55	\$	17,655.00	10%	\$	17.66	\$	194.21	\$	19,420.50	8%	\$	15.64	\$	208.74	\$	20,874.14
60	66" (18.0 mm thickness (0.709 in)	100	LF	\$	197.25	\$	19,725.00	10%	\$	19.73	\$	216.98	\$	21,697.50	8%	\$	16.48	\$	224.36	\$	22,436.30
61	72" (15.0 mm thickness (0.591 in)	100	LF	\$	215.25	\$	21,525.00	10%	\$	21.53	\$	236.78	\$	23,677.50	8%	\$	18.84	\$	255.72	\$	25,571.70
62	78" (15.0 mm thickness (0.591 in)	100	LF	\$	236.25	\$	23,625.00	10%	\$	23.63	\$	259.88	\$	25,987.50	8%	\$	20.78	\$	280.87	\$	28,086.50

2

48" (18.0 mm thickness (0.709 in))	100	LF	\$ 262.50	\$ 283.50	\$ 28,250.00	10%	\$ 26.25	\$ 288.75	\$ 28,875.00	8%	\$ 23.10	\$ 311.85	\$ 31,185.00
58 54" (15.0 mm thickness (0.591 in))	100	LF	\$ 273.00	\$ 273.00	\$ 27,300.00	10%	\$ 27.30	\$ 300.30	\$ 30,030.00	8%	\$ 24.95	\$ 336.80	\$ 33,678.80
54" (15.0 mm thickness (0.591 in))	100	LF	\$ 304.50	\$ 304.50	\$ 30,450.00	10%	\$ 30.45	\$ 334.95	\$ 33,495.00	8%	\$ 28.02	\$ 324.32	\$ 32,432.40
58 60" (16.0 mm thickness (0.630 in))	100	LF	\$ 336.00	\$ 336.00	\$ 33,600.00	10%	\$ 33.60	\$ 369.60	\$ 36,960.00	8%	\$ 28.50	\$ 381.75	\$ 38,174.60
60" (16.0 mm thickness (0.630 in))	100	LF	\$ 472.50	\$ 472.50	\$ 47,250.00	10%	\$ 47.25	\$ 519.75	\$ 51,975.00	8%	\$ 29.57	\$ 398.17	\$ 39,916.80
60" (18.0 mm thickness (0.709 in))	100	LF	\$ 498.75	\$ 498.75	\$ 49,875.00	10%	\$ 49.88	\$ 548.63	\$ 54,863.00	8%	\$ 41.58	\$ 551.33	\$ 56,133.00
60 72" (15.0 mm thickness (0.591 in))	100	LF	\$ 525.00	\$ 525.00	\$ 52,500.00	10%	\$ 52.50	\$ 577.50	\$ 57,750.00	8%	\$ 43.89	\$ 582.52	\$ 59,251.50
72" (15.0 mm thickness (0.591 in))	100	LF	\$ 721.00	\$ 721.00	\$ 72,100.00	10%	\$ 72.10	\$ 793.10	\$ 79,310.00	8%	\$ 63.45	\$ 623.70	\$ 62,370.00
72" (18.0 mm thickness (0.709 in))	100	LF	\$ 772.50	\$ 772.50	\$ 77,250.00	10%	\$ 77.25	\$ 849.75	\$ 84,975.00	8%	\$ 63.45	\$ 858.55	\$ 85,654.80
61 84" (15.0 mm thickness (0.591 in))	100	LF	\$ 824.00	\$ 824.00	\$ 82,400.00	10%	\$ 82.40	\$ 906.40	\$ 90,640.00	8%	\$ 67.98	\$ 917.73	\$ 91,773.00
84" (15.0 mm thickness (0.591 in))	100	LF	\$ 978.50	\$ 978.50	\$ 97,850.00	10%	\$ 97.85	\$ 1,076.35	\$ 1,076,350.00	8%	\$ 72.51	\$ 978.91	\$ 97,891.20
84" (18.0 mm thickness (0.709 in))	100	LF	\$ 1,033.00	\$ 1,033.00	\$ 103,300.00	10%	\$ 103.30	\$ 1,136.30	\$ 1,136,300.00	8%	\$ 88.11	\$ 1,182.46	\$ 1,182,456.80
84" (21.0 mm thickness (0.827 in))	100	LF	\$ 1,081.50	\$ 1,081.50	\$ 108,150.00	10%	\$ 108.15	\$ 1,189.65	\$ 1,189,650.00	8%	\$ 90.64	\$ 1,223.64	\$ 1,223,964.00
Pipe Video Inspection & Logs													
62 18"	100	LF	\$ 5.00	\$ 5.00	\$ 500.00	0%	\$ -	\$ 5.00	\$ 500.00	0%	\$ -	\$ 5.00	\$ 500.00
63 24"	100	LF	\$ 5.50	\$ 5.50	\$ 550.00	0%	\$ -	\$ 5.50	\$ 550.00	0%	\$ -	\$ 5.50	\$ 550.00
64 30"	100	LF	\$ 6.00	\$ 6.00	\$ 600.00	0%	\$ -	\$ 6.00	\$ 600.00	0%	\$ -	\$ 6.00	\$ 600.00
65 36"	100	LF	\$ 6.50	\$ 6.50	\$ 650.00	0%	\$ -	\$ 6.50	\$ 650.00	0%	\$ -	\$ 6.50	\$ 650.00
66 42"	100	LF	\$ 7.00	\$ 7.00	\$ 700.00	0%	\$ -	\$ 7.00	\$ 700.00	0%	\$ -	\$ 7.00	\$ 700.00
67 48"	100	LF	\$ 8.00	\$ 8.00	\$ 800.00	0%	\$ -	\$ 8.00	\$ 800.00	0%	\$ -	\$ 8.00	\$ 800.00
68 54"	100	LF	\$ 9.00	\$ 9.00	\$ 900.00	0%	\$ -	\$ 9.00	\$ 900.00	0%	\$ -	\$ 9.00	\$ 900.00
69 60"	100	LF	\$ 10.00	\$ 10.00	\$ 1,000.00	0%	\$ -	\$ 10.00	\$ 1,000.00	0%	\$ -	\$ 10.00	\$ 1,000.00
70 72"	100	LF	\$ 15.00	\$ 15.00	\$ 1,500.00	0%	\$ -	\$ 15.00	\$ 1,500.00	0%	\$ -	\$ 15.00	\$ 1,500.00
71 84"	100	LF	\$ 20.00	\$ 20.00	\$ 2,000.00	0%	\$ -	\$ 20.00	\$ 2,000.00	0%	\$ -	\$ 20.00	\$ 2,000.00
Dewatering/Pollution Control													
72 Well Point Equipment Up to 150 Point	100	Hr	\$ 100.00	\$ 100.00	\$ 10,000.00	0%	\$ -	\$ 100.00	\$ 10,000.00	8%	\$ 8.00	\$ 108.00	\$ 10,800.00
73 Turbidity Barrier	100	LF	\$ 10.00	\$ 10.00	\$ 1,000.00	0%	\$ -	\$ 10.00	\$ 1,000.00	8%	\$ 0.80	\$ 10.80	\$ 1,080.00
Total												New Total	
													\$ 1,674,410.08

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WELLINGTON
BID FORMWELLINGTON LOCAL VENDOR PROPOSAL
FOR STORMWATER INFRASTRUCTURE REPAIR AND MAINTENANCEDate: 2/11/10BIDDER: H+J Contracting, Inc.IF BIDDER is
An Individual

Name _____ (SEAL)
Signature: _____
Doing business as _____
Business Address: _____
Phone Number: _____ Fax Number: _____

A Partnership

Firm's Name _____ (SEAL)
General Partner Signature: _____
Business Address: _____
Phone Number: _____ Fax Number: _____

A Corporation

Corporation's Name H+J Contracting Inc. (SEAL)
State of Incorporation Florida
Authorized Person: Dino G. Morini II
Title: Vice President
Signature: [Signature]
Attest: Meghan E. Whitten Assistant (Secretary)
Signature: [Signature]
Business Address: 3160 Fairlane Farms Road
Wellington FL 33414
Phone Number: 561-791-1953 Fax Number: 561-795-9282

H & J CONTRACTING, INC.
3160 FAIRLANE FARMS ROAD
WELLINGTON, FL 33414

Wellington Local Vendor Schedule of Values

STORMWATER INFRASTRUCTURE
REPAIR AND MAINTENANCE

ITEM NO.	DESCRIPTION	Local Vendor Unit Cost	EST. ANNUAL QUANTITY	UNIT	UNIT COST	TOTAL COST
MISCELLANEOUS REPAIR						
1.	Construction Foreman	<u>\$46.56</u>	500	HR.	<u>\$ 45.00</u>	\$ 22,500.00
2.	Laborer	<u>\$20.59</u>	500	HR.	<u>\$ 35.00</u>	\$ 17,500.00
3.	Excavator-Cat 315CL or equal*	<u>\$123.76</u>	100	HR.	<u>\$ 135.00</u>	\$ 13,500.00
4.	Mini Excavator-Cat 304CR or equal*	<u>\$70.44</u>	100	HR.	<u>\$ 75.00</u>	\$ 7,500.00
5.	Crawler Loader-Cat 257B or equal*	<u>\$86.76</u>	80	HR.	<u>\$ 90.00</u>	\$ 7,200.00
6.	Wheel Loader-JD 544H or equal*	<u>\$73.93</u>	80	HR.	<u>\$ 90.00</u>	\$ 7,200.00
7.	Backhoe Loader-JD 319G or equal*	<u>\$61.78</u>	80	HR.	<u>\$ 80.00</u>	\$ 6,400.00
8.	Dozer-JD 450H or equal*	<u>\$82.40</u>	100	HR.	<u>\$ 90.00</u>	\$ 9,000.00
9.	Haul Truck-16 to 18 c.y. capacity*	<u>\$46.82</u>	100	HR.	<u>\$ 45.00</u>	\$ 4,500.00

MISCELLANEOUS REPAIR \$ 95,300.00
(Items 1 thru 9)

* Labor cost of operator included.

PIPE CLEANING

10.	15 inch pipe light cleaning	<u>\$3.03</u>	100	L.F.	<u>\$ 4.00</u>	\$ 400.00
11.	15 inch pipe medium cleaning	<u>\$3.30</u>	100	L.F.	<u>\$ 6.00</u>	\$ 600.00
12.	15 inch pipe heavy cleaning	<u>\$4.13</u>	100	L.F.	<u>\$ 7.00</u>	\$ 700.00
13.	18 inch pipe light cleaning	<u>\$3.63</u>	100	L.F.	<u>\$ 5.00</u>	\$ 500.00
14.	18 inch pipe medium cleaning	<u>\$4.51</u>	100	L.F.	<u>\$ 6.50</u>	\$ 650.00
15.	18 inch pipe heavy cleaning	<u>\$6.34</u>	100	L.F.	<u>\$ 7.50</u>	\$ 750.00
16.	24 inch pipe light cleaning	<u>\$4.24</u>	100	L.F.	<u>\$ 5.50</u>	\$ 550.00
17.	24 inch pipe medium cleaning	<u>\$5.06</u>	100	L.F.	<u>\$ 7.75</u>	\$ 775.00
18.	24 inch pipe heavy cleaning	<u>\$6.49</u>	100	L.F.	<u>\$ 8.00</u>	\$ 800.00
19.	30 inch pipe light cleaning	<u>\$4.84</u>	100	L.F.	<u>\$ 6.00</u>	\$ 600.00
20.	30 inch pipe medium cleaning	<u>\$5.39</u>	100	L.F.	<u>\$ 9.00</u>	\$ 900.00
21.	30 inch pipe heavy cleaning	<u>\$7.10</u>	100	L.F.	<u>\$ 10.00</u>	\$ 1,000.00
22.	36 inch pipe light cleaning	<u>\$6.45</u>	100	L.F.	<u>\$ 6.50</u>	\$ 650.00
23.	36 inch pipe medium cleaning	<u>\$6.55</u>	100	L.F.	<u>\$ 10.00</u>	\$ 1,000.00

H & J CONTRACTING, INC.
3100 FAIRLANE FARMS ROAD
WELLINGTON, FL 33414

	Local Vendor Unit Cost			
24. 36 inch pipe heavy cleaning	<u>\$7.70</u>	100	L.F. \$ 12.00	\$ 1,200.00
25. 42 inch pipe light cleaning	<u>\$7.26</u>	100	L.F. \$ 7.00	\$ 700.00
26. 42 inch pipe medium cleaning	<u>\$8.36</u>	100	L.F. \$13.00	\$1,300.00
27. 42 inch pipe heavy cleaning	<u>\$9.52</u>	100	L.F. \$18.00	\$1,800.00
28. 48 inch pipe light cleaning	<u>\$9.63</u>	100	L.F. \$ 8.00	\$ 800.00
29. 48 inch pipe medium cleaning	<u>\$10.18</u>	100	L.F. \$21.00	\$2,100.00
30. 48 inch pipe heavy cleaning	<u>\$11.33</u>	100	L.F. \$25.00	\$2,500.00
31. 54 inch pipe light cleaning	<u>\$11.94</u>	100	L.F. \$ 9.00	\$ 900.00
32. 54 inch pipe medium cleaning	<u>\$14.19</u>	100	L.F. \$23.00	\$ 2,300.00
33. 54 inch pipe heavy cleaning	<u>\$16.01</u>	100	L.F. \$25.00	\$ 2,500.00
34. 60 inch pipe light cleaning	<u>\$14.41</u>	100	L.F. \$ 9.00	\$900.00
35. 60 inch pipe medium cleaning	<u>\$16.72</u>	100	L.F. \$ 25.00	\$ 2,500.00
36. 60 inch pipe heavy cleaning	<u>\$18.43</u>	100	L.F. \$30.00	\$ 3,000.00
37. 72 inch pipe light cleaning	<u>\$16.28</u>	100	L.F. \$11.00	\$ 1,100.00
38. 72 inch pipe medium cleaning	<u>\$18.10</u>	100	L.F. \$30.00	\$ 3,000.00
39. 72 inch pipe heavy cleaning	<u>\$19.75</u>	100	L.F. \$40.00	\$ 4,000.00
40. 84 inch pipe light cleaning	<u>\$21.56</u>	100	L.F. \$11.00	\$ 1,100.00
41. 84 inch pipe medium cleaning	<u>\$23.93</u>	100	L.F. \$35.00	\$ 3,500.00
42. 84 inch pipe heavy cleaning	<u>\$28.71</u>	100	L.F. \$45.00	\$ 4,500.00

SUBTOTAL PIPE CLEANING \$ 49,575.00
(Items 10 thru 42)

SLIP LINING with HDPE Pipe

43. Slip Lining 18 inch pipe	<u>\$51.45</u>	100	L.F. \$42.00	\$4,200.00
44. Slip Lining 24 inch pipe	<u>\$63.62</u>	100	L.F. \$ 51.00	\$ 5,100.00
45. Slip Lining 30 inch pipe	<u>\$104.78</u>	100	L.F. \$ 84.00	\$ 8,400.00
46. Slip Lining 42 inch pipe	<u>\$187.11</u>	100	L.F. \$150.00	\$15,000.00
47. Slip Lining 48 inch pipe	<u>\$275.68</u>	100	L.F. \$221.00	\$ 22,100.00
48. Slip Lining 54 inch pipe	<u>\$328.06</u>	100	L.F. \$263.00	\$ 26,300.00
49. Slip Lining 60 inch pipe	<u>\$351.77</u>	100	L.F. \$282.00	\$ 28,200.00
50. Slip Lining 72 inch pipe	<u>\$654.89</u>	100	L.F. \$525.00	\$ 52,500.00
51. Slip Lining 84 inch pipe	<u>\$779.63</u>	100	L.F. \$625.00	\$ 62,500.00

SUBTOTAL SLIP LINING \$ 224,300.00
(Items 43 thru 51)

H & J CONTRACTING, INC.
3160 FAIRLANE FARMS ROAD
WELLINGTON, FL 33414

Local Vendor
Unit Cost

CURED IN PLACE PIPE

52.	CIPP 18 inch pipe						
	7.5 mm thickness (0.295 in)	<u>\$93.43</u>	100	L.F.	<u>\$ 74.90</u>	<u>\$ 7,490.00</u>	
	10.5 mm thickness (0.413 in)	<u>\$100.11</u>	100	L.F.	<u>\$ 80.25</u>	<u>\$ 8,025.00</u>	
53.	CIPP 24 inch pipe						
	9.0 mm thickness (0.354 in)	<u>\$133.48</u>	100	L.F.	<u>\$ 107.00</u>	<u>\$ 10,700.00</u>	
	12.0 mm thickness (0.472 in)	<u>\$146.82</u>	100	L.F.	<u>\$ 117.70</u>	<u>\$ 11,770.00</u>	
54.	CIPP 30 inch pipe						
	12.0 mm thickness (0.472 in)	<u>\$160.17</u>	100	L.F.	<u>\$ 128.40</u>	<u>\$ 12,840.00</u>	
	15.0 mm thickness (0.591 in)	<u>\$173.51</u>	100	L.F.	<u>\$ 139.10</u>	<u>\$ 13,910.00</u>	
55.	CIPP 36 inch pipe						
	12.0 mm thickness (0.472 in)	<u>\$186.86</u>	100	L.F.	<u>\$ 149.80</u>	<u>\$ 14,980.00</u>	
	15.0 mm thickness (0.591 in)	<u>\$200.30</u>	100	L.F.	<u>\$ 160.50</u>	<u>\$ 16,050.00</u>	
	18.0 mm thickness (0.709 in)	<u>\$226.91</u>	100	L.F.	<u>\$ 181.90</u>	<u>\$ 18,190.00</u>	
56.	CIPP 42 inch pipe						
	12.0 mm thickness (0.472 in)	<u>\$220.23</u>	100	L.F.	<u>\$ 176.55</u>	<u>\$ 17,655.00</u>	
	15.0 mm thickness (0.591 in)	<u>\$233.57</u>	100	L.F.	<u>\$ 187.25</u>	<u>\$ 18,725.00</u>	
	18.0 mm thickness (0.709 in)	<u>\$268.51</u>	100	L.F.	<u>\$ 215.25</u>	<u>\$ 21,525.00</u>	
57.	CIPP 48 inch pipe						
	15.0 mm thickness (0.591 in)	<u>\$294.70</u>	100	L.F.	<u>\$ 236.25</u>	<u>\$ 23,625.00</u>	
	18.0 mm thickness (0.709 in)	<u>\$327.44</u>	100	L.F.	<u>\$ 262.50</u>	<u>\$ 26,250.00</u>	
	21.0 mm thickness (0.827 in)	<u>\$353.64</u>	100	L.F.	<u>\$ 283.50</u>	<u>\$ 28,350.00</u>	
58.	CIPP 54 inch pipe						
	15.0 mm thickness (0.591 in)	<u>\$350.54</u>	100	L.F.	<u>\$ 273.00</u>	<u>\$ 27,300.00</u>	
	18.0 mm thickness (0.709 in)	<u>\$379.84</u>	100	L.F.	<u>\$ 304.50</u>	<u>\$ 30,450.00</u>	
	21.0 mm thickness (0.827 in)	<u>\$419.13</u>	100	L.F.	<u>\$ 336.00</u>	<u>\$ 33,600.00</u>	
59.	CIPP 60 inch pipe						
	15.0 mm thickness (0.591 in)	<u>\$589.40</u>	100	L.F.	<u>\$ 472.50</u>	<u>\$ 47,250.00</u>	
	18.0 mm thickness (0.709 in)	<u>\$622.15</u>	100	L.F.	<u>\$ 498.75</u>	<u>\$ 49,875.00</u>	
	21.0 mm thickness (0.827 in)	<u>\$654.89</u>	100	L.F.	<u>\$ 525.00</u>	<u>\$ 52,500.00</u>	
60.	CIPP 72 inch pipe						
	15.0 mm thickness (0.591 in)	<u>\$899.38</u>	100	L.F.	<u>\$ 721.00</u>	<u>\$ 72,100.00</u>	
	18.0 mm thickness (0.709 in)	<u>\$963.68</u>	100	L.F.	<u>\$ 772.50</u>	<u>\$ 77,250.00</u>	
	21.0 mm thickness (0.827 in)	<u>\$1,027.85</u>	100	L.F.	<u>\$ 824.00</u>	<u>\$ 82,400.00</u>	
61.	CIPP 84 inch pipe						
	15.0 mm thickness (0.591 in)	<u>\$1,220.58</u>	100	L.F.	<u>\$ 978.50</u>	<u>\$ 97,850.00</u>	
	18.0 mm thickness (0.709 in)	<u>\$1,284.83</u>	100	L.F.	<u>\$ 1,030.00</u>	<u>\$ 103,000.00</u>	
	21.0 mm thickness (0.827 in)	<u>\$1,349.06</u>	100	L.F.	<u>\$ 1,081.50</u>	<u>\$ 108,150.00</u>	

SUBTOTAL CURED IN PLACE PIPE \$1,031,810.00
(Items 52 thru 61)

H & J CONTRACTING, INC.
3160 FAIRLANE FARMS ROAD
WELLINGTON, FL 33414

Local Vendor
Unit Cost

PIPE VIDEO INSPECTION AND LOGS

62.	Video Inspection/Logs 18 inch pipe	<u>\$2.48</u>	100	L.F.	<u>\$ 5.00</u>	<u>\$ 500.00</u>
63.	Video Inspection/Logs 24 inch pipe	<u>\$2.48</u>	100	L.F.	<u>\$ 5.50</u>	<u>\$ 550.00</u>
64.	Video Inspection/Logs 30 inch pipe	<u>\$3.69</u>	100	L.F.	<u>\$ 6.50</u>	<u>\$ 650.00</u>
65.	Video Inspection/Logs 30 inch pipe	<u>\$4.90</u>	100	L.F.	<u>\$ 6.50</u>	<u>\$ 650.00</u>
66.	Video Inspection/Logs 36 inch pipe	<u>\$6.11</u>	100	L.F.	<u>\$ 7.50</u>	<u>\$ 750.00</u>
67.	Video Inspection/Logs 42 inch pipe	<u>\$7.37</u>	100	L.F.	<u>\$ 8.00</u>	<u>\$ 800.00</u>
68.	Video Inspection/Logs 48 inch pipe	<u>\$9.35</u>	100	L.F.	<u>\$ 9.00</u>	<u>\$ 900.00</u>
69.	Video Inspection/Logs 54 inch pipe	<u>\$10.50</u>	100	L.F.	<u>\$ 10.00</u>	<u>\$ 1,000.00</u>
70.	Video Inspection/Logs 60 inch pipe	<u>\$15.75</u>	100	L.F.	<u>\$ 15.00</u>	<u>\$ 1,500.00</u>
71.	Video Inspection/Logs 72 inch pipe	<u>\$20.58</u>	100	L.F.	<u>\$ 20.00</u>	<u>\$ 2,000.00</u>
72.	Video Inspection/Logs 84 inch pipe	<u>\$22.89</u>	100	L.F.	<u>\$ 25.00</u>	<u>\$ 2,500.00</u>

SUBTOTAL PIPE VIDEO INSPECTION AND LOGS \$ 11,800.00
(Items 63 thru 72)

H & J CONTRACTING, INC.
3160 FAIRLANE FARMS ROAD
WELLINGTON, FL 33414

Local Vendor
Unit Cost

DEWATERING/POLLUTION CONTROL

73. Well Point Equipment/Up to 150 points	<u>\$103.22</u>	100	HR.	<u>\$100.00</u>	<u>\$10,000.00</u>
74. Turbidity Barrier	<u>\$8.59</u>	100	L.F.	<u>\$10.00</u>	<u>\$1,000.00</u>

SUBTOTAL DEWATERING/POLLUTION CONTROL \$11,000.00
(Items 73 thru 74)

GRAND TOTAL \$1,423,785.00
(Items 1 thru 74)

H & J CONTRACTING, INC.
3160 FAIRLANE FARMS ROAD
WELLINGTON, FL 33414

WELLINGTON



FLORIDA TRENCH SAFETY COMPLIANCE

Bidder acknowledges that included in the various items of the proposal and in the Total Bid Price are costs for complying with the Florida Trench Safety Act (90-96), Laws of FL., effective October 1, 1990. The bidder further identifies the costs to be summarized below:

	Trench Safety Measure {Description}	Units of Measure {LF, SY}	Unit Quantity	Unit Cost	Extended Cost
A.	<u>Slopping</u>	<u>CY</u>	<u>1</u>	<u>\$ 2.50</u>	<u>\$ 2.50</u>
B.	<u>Trench Box</u>	<u>CY</u>	<u>1</u>	<u>\$ 6.50</u>	<u>\$ 6.50</u>
C.	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
D.	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
E.	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
F.	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>

FAILURE TO COMPLETE THE ABOVE MAY RESULT IN THE BID BEING DECLARED NON-RESPONSIVE.


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WELLINGTON
DRUG FREE WORKPLACE

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more Bids which are equal with respect to price, quality, and service are received by the City for the procurement of commodities or contractual services, a Bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie Bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under Bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under Bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.


Vendor's Signature

DRUG FREE WORKPLACE
00101

BID SUBMITTAL

To:
Village of Wellington
14000 Greenbriar Blvd.
Wellington, Florida 33414

Odum's Sod, Inc.
(Vendor)

agrees to provide sod in accordance with the requirements and specifications of the Bid Documents for the Village of Wellington as specified herein for the Re-Bid Purchase and Delivery of Sod.

Gentlemen:

The undersigned Bidder has carefully examined the Specification requirements, Bid/Contract Documents and is familiar with the nature and extent of the Work and any local conditions that may in any manner affect the Work to be done.

The undersigned agrees to provide the service called for by the Specifications and Bid Documents, in the manner prescribed therein and to the standards of quality and performance established by the Village for the Bid price stated in the spaces herein provided.

The undersigned agrees to the right of the Village to hold all Bids and Bid guarantees for a period not to exceed ninety (90) days after the date of Bid opening stated in the Invitation to Bid.

The undersigned accepts the invoicing and payment policies specified in the Bid.

Dated this 5th day of FEBRUARY, 2007
(Month) (Year)

INDIVIDUAL, FIRM OR PARTNERSHIP

By: _____
(Signature) (Print name)

Address: _____

Telephone: (____) _____ Fax: (____) _____

E-Mail Address: _____

Social Security Number (OR) Taxpayer Identification Number (TIN): _____

[Handwritten signature]

CORPORATION

By: James W. Hammond (Signature) James W. Hammond (Print name)

Address: 13961 Okeechobee Blvd.
Loxahatchee, FL 33470.

Telephone: (561) 333 7416 Ext 1 Fax: (561) 333 - 7455

E-Mail Address: N/A

Taxpayer Identification Number: 65-0810895

State Under Which Corporation Was Chartered: FLA.

Corporate President: P. W. Odums
(Print Name)

Corporate Secretary: Warren Prescott
(Print Name)

Corporate Treasurer: _____
(Print Name)

CORPORATE SEAL

Attest By: Amanda Mroczek
Secretary

Bidder acknowledges the receipt of Addenda No.'s: _____

NA

- A. Successful bidder(s) will supply all labor, materials, machinery, equipment and technical supervision necessary to supply, deliver, and/or install sod for the Village of Wellington.
- B. Delivery of Sod shall be pallet delivery and off loading. For smaller projects Village employees may pick up sod utilizing Village vehicles.
- C. Some projects may require installation.

Please submit unit cost for the quantities indicated.

As indicated in the bid specifications, there are four groups of sod.

St Augustine Floratam Solid Sod
Bahia
Certified Bermuda
Certified Big Roll Bermuda.

When bidding specific sod groups, all areas in the group must be bid for consideration of award.

Failure to submit pricing for the entire sod group may result in rejection of that line item.

BID PRICING:

FLORATAM - PICKED UP
LESS THAN 1,500 SQ. FT.
COST PER SQUARE FOOT \$.185

FLORATAM - PICKED UP
1,500 SQ. FT. AND OVER
COST PER SQUARE FOOT \$.185

FLORATAM - DELIVERED
LESS THAN 1,500 SQ. FT.
COST PER SQUARE FOOT \$.21

FLORATAM - DELIVERED
1,500 SQ. FT. AND OVER
COST PER SQUARE FOOT \$.21

FLORATAM
DELIVERED AND INSTALLED
LESS THAN 1,500 SQ. FT.
COST PER SQUARE FOOT \$.24

FLORATAM
DELIVERED AND INSTALLED
1,500 SQ. FT. AND OVER
COST PER SQUARE FOOT \$.24

BAHIA - PICKED UP
LESS THAN 1,500 SQ. FT.
COST PER SQUARE FOOT \$.115

BAHIA - PICKED UP
1,500 SQ. FT. AND OVER
COST PER SQUARE FOOT \$.115

BAHIA - DELIVERED
LESS THAN 1,500 SQ. FT.
COST PER SQUARE FOOT \$.125

BAHIA - DELIVERED
1,500 SQ. FT. AND OVER
COST PER SQUARE FOOT \$.125

BAHIA
DELIVERED AND INSTALLED
LESS THAN 1,500 SQ. FT.
COST PER SQUARE FOOT \$.155

BAHIA
DELIVERED AND INSTALLED
1,500 SQ. FT. AND OVER
COST PER SQUARE FOOT \$.155

KT

CERTIFIED BERMUDA - PICKED UP
LESS THAN 1,500 SQ. FT.
COST PER SQUARE FOOT \$.20

CERTIFIED BERMUDA - PICKED UP
1,500 SQ. FT. AND OVER
COST PER SQUARE FOOT \$.20

CERTIFIED BERMUDA - DELIVERED
LESS THAN 1,500 SQ. FT.
COST PER SQUARE FOOT \$.22

CERTIFIED BERMUDA - DELIVERED
1,500 SQ. FT. AND OVER
COST PER SQUARE FOOT \$.22

CERTIFIED BERMUDA
DELIVERED AND INSTALLED
LESS THAN 1,500 SQ. FT.
COST PER SQUARE FOOT \$.26

CERTIFIED BERMUDA
DELIVERED AND INSTALLED
1,500 SQ. FT. AND OVER
COST PER SQUARE FOOT \$.25

BERMUDA BIG ROLL PICKED UP
LESS THAN 1,500 SQ. FT.
COST PER SQUARE FOOT \$.24

BERMUDA BIG ROLL PICKED UP
1,500 SQ. FT. AND OVER
COST PER SQUARE FOOT \$.22

BERMUDA BIG ROLL-DELIVERED
LESS THAN 1,500 SQ. FT.
COST PER SQUARE FOOT \$.265

BERMUDA BIG ROLL DELIVERED
1,500 SQ. FT. AND OVER
COST PER SQUARE FOOT \$.255

BERMUDA BIG ROLL DELIVERED AND
INSTALLED
LESS THAN 1,500 SQ. FT.
COST PER SQUARE FOOT \$.50

BERMUDA BIG ROLL DELIVERED AND
INSTALLED
1,500 SQ. FT. AND OVER
COST PER SQUARE FOOT \$.275

197

B. GRASS SEED

SPECIFICATIONS

A certified seed tag shall accompany all seed bids from the lot or lots being offered. Seed harvested not longer than 14 months from date of delivery. Germination test shall be within eight months of delivery.

Seed shall be SCARIFIED ARGENTINE BAHIA GRASS SEED.

The seed shall meet or exceed in quality the following guaranteed analysis:

90% Germination

95% Purity

0.02% other Crop Seed

0.0% Noxious Weed Seed

0.02/a Weed Seed

50 Pound Bags \$ No Bid Per Pound

PH

H & J Contracting, Inc.
Dino G. Marini
3160 Fairlane Farms Road
Wellington, FL 33414

February 4, 2010

Re: Local Vendor Policy

Mr. Marini:

Wellington often procures goods, commodities, and services under the terms of contracts entered into by or through other governmental agencies. These are referred to as a "piggyback" purchases. Currently, Wellington intends to "piggyback" off City of West Palm Beach Annual Contract For Stormwater Infrastructure Repair And Maintenance.

Wellington Council has adopted a local business preference policy. The policy states that before entering into a "piggyback" purchase, local vendors shall be given the opportunity to submit prices which match or are lower than the "piggyback" contract prices. If the local vendor elects to match or offer lower prices and is deemed responsive and responsible, Wellington may contract with them as well.

Enclosed you will find the following:

- A copy of the current contract between City of West Palm Beach and Shenandoah Construction for Annual Stormwater Infrastructure Repair and Maintenance.
- Wellington Local Vendor Schedule of Values form; Wellington Local Vendor Bid Form; Wellington Drug Free Workplace form; and Wellington Florida Trench Safety Compliance form.

As a local vendor, you are invited to propose matching or lower prices to Wellington on the forms provided. If you make a proposal, understand that you must comply with the terms and conditions found in City of West Palm Beach contract with Shenandoah Construction.

Proposals returned to Wellington must include the following forms and information:

1. Wellington Local Vendor Schedule of Values form (5 pages)
2. Wellington Local Vendor Bid Form (1 page)
3. Wellington Drug Free Workplace form (1 page)
4. Wellington Florida Trench Safety Compliance form (1 page)

Return bid submittals to Wellington no later than February 11, 2010 at 5:00 p.m. No proposals will be accepted after that date and time. Submittals should be sealed in an envelope and identified on the outside as "Annual Stormwater Infrastructure Piggyback". Bid submittals should be delivered to:

James Volkman
Purchasing Department
Village of Wellington
14000 Greenbriar Boulevard

Wellington, FL 33414.

Please call me at 561-791-4101 with any questions.

Sincerely,

James Volkman

6. A

WELLINGTON VILLAGE COUNCIL AGENDA ITEM SUMMARY

AGENDA ITEM NAME: Employee of the Month for January 2010

ACTION REQUESTED: Discussion ☐ Approval ☒

**BUDGET AMENDMENT
REQUIRED:** Yes ☐ No ☒ See Below ☐

PUBLIC HEARING: Yes ☐ No ☒

FIRST READING ☐

SECOND READING ☐

REQUEST: To Recognize the Employee of the Month for January 2010.

EXPLANATION: Otto Feliz is a Plans Examiner in the Development Services Department. Otto has been a Wellington employee for more than 11 years. He possesses exceptional customer service skills and provides professional and courteous service to all of his customers. He conducts accurate and expeditious reviews of submitted plans ensuring compliance with current building code requirements and regulations. His organizational skills and attention to detail have contributed to the timely processing and issuance of building permits. Otto is a conscientious employee and is well respected by his co-workers. Please join us in congratulating Otto Feliz on being chosen as the January Employee of the Month.

LEGAL SUFFICIENCY: N/A

FISCAL IMPACT: N/A

VILLAGE GOAL: Protecting our Investment

RECOMMENDATION: Council recognition of Otto Feliz as the January 2010 Employee of the Month.

6. B

**WELLINGTON VILLAGE COUNCIL
AGENDA ITEM SUMMARY**

AGENDA ITEM NAME: Proclamation Recognizing March 2010 as American Red Cross Month.

ACTION REQUESTED: Discussion ☐ Approval ☒

**BUDGET AMENDMENT
REQUIRED:** Yes ☐ No ☒ See Below ☐

PUBLIC HEARING: Yes ☐ No ☒

FIRST READING ☐

SECOND READING ☐

REQUEST: Approval of the Proclamation Recognizing March 2010 as American Red Cross Month.

EXPLANATION: The attached Proclamation has been prepared to recognize March 2010 as American Red Cross Month.

LEGAL SUFFICIENCY: N/A

FISCAL IMPACT: N/A

VILLAGE GOAL: Protecting our Investment

RECOMMENDATION: Approval of the Proclamation Recognizing March 2010 as American Red Cross Month in Wellington.

***PROCLAMATION OF THE WELLINGTON COUNCIL DESIGNATING
MARCH, 2010 AS AMERICAN RED CROSS MONTH***

WHEREAS, the American Red Cross fulfills a unique and vital role in our state, providing help and hope in the face of emergencies and disaster, and is a true reflection of the humanitarian and volunteer spirit of the American people; and

WHEREAS, for nearly 100 years, Presidents have called on the American people to support the Red Cross and its humanitarian mission. In World War I, President Woodrow Wilson ordered the Red Cross to raise funds to support emergency aid to the military, as mandated, by the Red Cross Congressional Charter; and

WHEREAS, in 1943, during World War II, President Franklin D. Roosevelt became the first president to proclaim March as Red Cross Month and called on Americans to "rededicate" themselves to the splendid aims and activities of the Red Cross; and

WHEREAS, every day through its network of 74 employees and 2,635 volunteers in four locations across Palm Beach County, the American Red Cross is there to save the day when disaster strikes or when a neighbor's house burns down. It is there when someone needs the comfort of a helping hand. It connects military families with their loved ones in service, and provides training in CPR, aquatics safety and first aid. It spreads humanitarian aid and goodwill to people around the world.

THEREFORE, The Wellington Council hereby designates March, 2010 as American Red Cross month.

IN WITNESS THEREOF, I have hereunto set my hand and cause the Seal of the Village of Wellington, Florida to be affixed this 16th day of March, 2010.

ATTEST:

VILLAGE OF WELLINGTON

BY:_____

BY:_____

Awilda Rodriguez, Village Clerk

Darell Bowen, Mayor

7. A

**WELLINGTON VILLAGE COUNCIL
AGENDA ITEM SUMMARY**

AGENDA ITEM NAME: ORDINANCE NO. 2010-05 (SIGN CODE ZTA MEDICAL ARTS PLANNED DEVELOPMENT DISTRICT)

AN ORDINANCE OF THE COUNCIL OF WELLINGTON, FLORIDA, PERTAINING TO ZONING; AMENDING ARTICLE 6 "ZONING DISTRICTS," CHAPTER 8 "PLANNED DEVELOPMENT DISTRICT REGULATIONS," OF THE LAND DEVELOPMENT REGULATIONS OF WELLINGTON; BY ENACTING SECTION 7 "MEDICAL ARTS PLANNED DEVELOPMENT DISTRICT;" PROVIDING A CONFLICTS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

ACTION REQUESTED: Discussion ☐ Approval ☒

**BUDGET AMENDMENT
REQUIRED:** Yes ☐ No ☒ See Below ☐

PUBLIC HEARING: Yes ☒ No ☐

FIRST READING ☒

SECOND READING ☐

REQUEST: Approval of Ordinance No. 2010-05, creating the Medical Arts Planned Development District.

EXPLANATION: Ordinance No. 2010-05 creates the Medical Arts Planned Development District. (MAD). The proposed zoning district will be utilized to assist with implementing the Medical Arts District element of the Economic Development Initiative (EDI) endorsed by Council in 2009. A summary of the provisions of the proposed zoning district is included in the "Recommendations" portion of this document.

LEGAL SUFFICIENCY: Yes

FISCAL IMPACT: None

VILLAGE GOAL: Economic Development

RECOMMENDATION: Approve the creation of the Medical Arts Planned Development District, as recommended by PZAB and by staff.

Ordinance No. 2010-05 creates the Medical Arts Planned Development District as one of the principal elements to assist with implementation of the Medical Arts District of the EDI. A summary of key points within the proposed planned development district are summarized below.

1. Provides the MAD is consistent w/the Medical Center Future Land Use Map designation.
2. Provides that a MAD zoning district can be created only in conjunction with a hospital as one of the principal uses.
3. Requires a hospital to be located at the intersection of two or more arterial or collector roadways.
4. Requires a minimum separation of three miles from any other hospital within Wellington.
5. Requires submission of a master plan as part of a MAD zoning application and establishes minimum requirements for a MAD master plan, including the following:
 - a. Creation of a non-vehicular and pedestrian circulation systems;
 - b. Inclusion of designated open space;
 - c. Provision for perimeter landscaping; and
 - d. Creation of architectural design standards.
6. Requires a minimum threshold of 20 acres for a parcel to be rezoned to the MAD zoning district.
7. Provides for permitted uses within a MAD zoning district, as indicated in Table 6.8-2. Uses permitted are oriented towards medical facilities, medical offices and clinics, professional offices, medical research and testing, medical manufacturing, and support retail/commercial.
8. Requires creation of a "Main Street/Commercial Center" concept if a MAD zoning district exceeds 30 acres. Provides the main street shall be at least 100,000 square feet but not more than 150,000 square feet. The intent of this main street concept is to provide a "district-serving" mix of retail, commercial, office, personal service and residential uses.
9. Provides for property development regulations for a MAD zoning district, including minimum parcel size, maximum building height, maximum floor area ratio, and building setbacks. In this area, a maximum building height of 72 feet is allowed but there is an additional setback required when buildings abut a residential zoning district.
10. Provides supplementary regulations for the MAD zoning district, including sign regulations. Includes special provisions for signs associated with a hospital.
11. Provides overall parking regulations, including compliance with existing parking regulations; provision of visitor, resident and employee parking; use of a shared parking study or parking demand study to reduce parking based upon actual uses or parking demand experienced within a MAD zoning district; road improvements; and a phasing plan.
12. Provides a definition for "Hospital" within the land development regulations.
13. Creates additional language within Table 6.8-2, the table of permitted uses within a Planned Unit Development, to provide that manufacturing and processing uses within a MAPD be limited to the manufacture, fabrication or processing of medical or medically-related goods and products.

Strategic Planning and Economic Development Department staff recommends approval of the proposed amendments to the text of the Medical Arts Planned Development Zoning District as presented in Ordinance No. 2010– 05 and as recommended by PZAB with two exceptions:

1. retain financial institutions as a "Permitted Use" rather than as a "Conditional Use;" and

2. retain church or place of worship as a "Permitted Use" rather than as a "Conditional Use."

In addition, it is recommended that staff be directed to include language within Table 6.8-2, the table of permitted uses, to require that "Manufacturing and Processing" uses be allowed only when such facilities are engaged in the manufacture, fabrication, or processing of medical and medically-related goods and products.

ORDINANCE NO. 2010-05

AN ORDINANCE OF THE COUNCIL OF WELLINGTON, FLORIDA, PERTAINING TO ZONING; AMENDING ARTICLE 6 "ZONING DISTRICTS," CHAPTER 8 "PLANNED DEVELOPMENT DISTRICT REGULATIONS," OF THE LAND DEVELOPMENT REGULATIONS OF WELLINGTON, BY ENACTING SECTION 7 "MEDICAL ARTS PLANNED DEVELOPMENT DISTRICT;" PROVIDING A CONFLICTS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Council of Wellington, Florida, as the governing body, pursuant to the authority vested in Chapter 163 and Chapter 166, Florida Statutes, is authorized and empowered to consider changes to its land development regulations; and

WHEREAS, Wellington is creating the "Medical Arts Planned Development District" as Article 6, Chapter 8, Section 6.8.7 of the Land Development Regulation; and

WHEREAS, Wellington is creating the "Medical Arts Planned Development Zoning District" to assist with the development of employment opportunities and to create an identity for medical-related facilities, offices and associated activities by establishing the this zoning district; and

WHEREAS, in accordance with the requirements of Chapter 163, Florida Statutes, the Planning, Zoning and Adjustment Board, acting as the Land Development Regulation Board, has reviewed the proposed Ordinance and has determined that the proposed regulation is consistent with Wellington's Comprehensive Plan;

NOW THEREFORE, BE IT ORDAINED THE COUNCIL OF WELLINGTON, FLORIDA, that:

SECTION 1. Article 6, "Zoning Districts," Chapter 8, "Planned Development District Regulations," of Wellington's Land Development Regulations is hereby amended by enacting Section 6.8.7, "Medical Arts Planned Development District" to read as follows:

Section 6.8.7. Medical Arts Planned Development District Zoning District (MAPD)

A. Purpose and Intent.

The purpose and intent of the Medical Arts Planned Development Zoning District (MAPD) is to provide for the orderly planned development of a major medical health care complex consisting of a hospital with clinics, medical offices, extended care facilities, ancillary or medical care support facilities, and commercial and office uses integrated within the overall zoning district. The MAPD zoning district provides appropriate architectural design standards and locations for large scale developments that ensure capacity of the campus facilities meets the future evolution of healthcare services for the community and the region. The MAPD zoning district provides for flexibility of certain property development regulations, placement and clustering of buildings and provision for site design. The MAPD zoning district is consistent with and implements the applicable Goals, Objectives and Policies of the Village's Comprehensive Plan.

1 **B. Comprehensive Plan Consistency.**

2 The MAPD zoning district is consistent the Medical Center (MC) Future Land Use Map
3 designation of the Village's Comprehensive Plan.

4 **C. Applicability.**

5 **1. Hospital as a Principal Use.**

6 The MAPD zoning district shall be permitted only in conjunction with a hospital as
7 one of the principal uses within the overall planned development zoning district.

8 **2. Required Hospital Location.**

9 A hospital as a principal use within a MAPD zoning district is required to be located
10 at the intersection of two or more major arterial thoroughfares that traverse
11 Wellington.

12 **3. Minimum Separation.**

13 A freestanding hospital shall be located not less than three miles from another
14 hospital. The distance shall be measured from the two closest property lines from
15 each hospital.

16 **4. Minimum Requirements.**

17 The requirements of this section, Sec. 1.5, regarding exemptions for
18 nonconforming uses, structures and improvements, and Sec. 6.8.1, regarding
19 planned developments, shall apply to each MAPD zoning district within
20 Wellington. In cases of conflict between this section and other sections of the LDR,
21 the provisions of this section shall apply to the extent of the conflict.

22 **D. Application Requirement.**

23 **1. Master Plan.**

24 The applicant shall submit a Master Plan as part of the planned development
25 district rezoning application. The document shall demonstrate compliance with
26 this section, Sec. 6.8.1., regarding planned developments and other requirements
27 as provided by these LDR.

28 **2. Effect of Master Plan.**

29 The MAPD zoning district Master Plan shall be reviewed by the Council, and shall
30 illustrate in a graphic, written and tabular form, how the zoning district is designed
31 and phased. The MAPD zoning district may include flexible property development
32 regulations, and shall include a transportation program, internal street and
33 pathway cross-sections, and including connectivity and cross access with adjacent
34 parcels and properties.

35 **3. Development Threshold.**

36 The minimum area for a MAPD zoning district shall be 20 contiguous and
37 reasonably compact acres.
38

1 4. **Design Intent.**

2 The design of a MAPD zoning district shall comply with the requirements of Sec.
3 6.8.1.W, regarding design objectives, in addition to the standards listed below:

4 a. **Design intent.**

5 The design of the MAPD zoning district shall comply with the requirements of
6 Sec. 6.8.1.W, regarding design objectives, in addition to the standards listed
7 below:

8 i. **Non-vehicular circulation system.** Each MAPD zoning district shall be
9 designed with an internal circulation system based upon a hierarchy of
10 transportation methods. In descending order of importance, the
11 hierarchy shall consider pedestrians as the most important, followed by
12 cyclists, mass transit and automobiles. This system shall be designed to
13 connect and provide access between buildings within the MAPD zoning
14 district and directly adjacent to the MAPD zoning district.

15 ii. **Pedestrian Circulation.** Each MAPD zoning district shall provide a
16 continuous circulation system for pedestrian paths/sidewalks and bicycle
17 paths/lanes shall connect all of the buildings within a MAPD zoning
18 district. Each MAPD zoning district shall provide pedestrian and bicycle
19 accessory facilities for seating, bicycle parking, etc. to encourage on-site
20 non-vehicular circulation.

21 iii. **Mass Transit.** Each MAPD zoning district shall provide facilities for
22 provision of mass transit services, including the following:

23 (a) public mass transit; and

24 (b) private mass transit, including use of trolleys or other vehicles for
25 internal circulation and connection to remote parking facilities.

26 iv. **Vehicular Circulation.** Each MAPD zoning district shall provide an
27 interconnected vehicular circulation system that provides internal access
28 to all uses and facilities within the planned development district. In
29 addition, as may be required by the approved master plan, internal
30 access connections to abutting properties shall be provided.

31 v. **Landscaping and Open Space.** Each MAPD zoning district shall provide
32 an integrated system of landscape areas and open space that includes
33 recreation and scenic areas. A minimum open space of 20 percent shall
34 be provided. The integrated system may include pedestrian and bicycle
35 paths as required by this section.

36 b. **Public/Open Space.** Designated public/open space shall be designed as
37 landscaped areas with places for informal gathering and seating areas. The
38 design of open spaces shall incorporate at least three of the following:

39 i. architectural sculptures;

- 1 ii. fountain structures;
- 2 iii. fitness trails;
- 3 iv. tables and benches/seating areas with shade; and gazebos; and
- 4 v. integration of pedestrian and bicycle paths.
- 5 c. **Perimeter landscape areas.** A perimeter landscape area shall be provided
- 6 around the entire perimeter of a MAPD zoning district. The width, planting
- 7 requirements and type of perimeter landscape areas provided around a
- 8 MAPD zoning district shall be as determined in Sec. 7.3., relating to
- 9 landscaping.
- 10 d. **Architectural Design Standards.** All structures within a MAPD zoning district
- 11 shall comply with the architectural design standards of Sec. 6.6.3 relating to
- 12 architectural compatibility standards and 6.5.19.G relating to design standards
- 13 for multifamily and non-residential development.
- 14 e. **Flexible Regulations.** The applicant for approval of a MAPD zoning district
- 15 may request to deviate from certain property development regulations
- 16 specifically indicated as flexible regulations, within Table 6.8-24, relating to
- 17 property development regulations. The Planning and Zoning Manager shall
- 18 have the authority to grant such deviations during the Development Review
- 19 Committee site plan review process.
- 20 f. **Platting.** At a minimum, a boundary plat is required for each property
- 21 assigned a MAPD zoning district designation. The development order for
- 22 approval of either the MAPD zoning district master plan or the MAPD
- 23 planned development district rezoning applicable to a specific property shall
- 24 provide for when the platting is to be completed and approved by the
- 25 Council.

26 **E. Landscape Requirements.**

27 Each MAPD zoning district development shall be landscaped according to Sec. 7.3,

28 regarding landscaping and buffering, the requirements of this section and the master

29 plan.

30 **F. Utility, Mechanical Equipment and Storage Tanks.**

31 **1. Review by Development Review Committee.**

32 The location, setbacks, appearance, buffering and screening of such equipment

33 shall be subject to review and approval by the Development Review Committee.

34 **G. Administration.**

35 **1. Conditions of Approval.**

36 The Development Review Committee and the Planning, Zoning and Adjustment

37 Board (PZAB) may recommend, and the Council may impose conditions of

38 approval as part of an approved development order as provided in Sec. 6.8.1.N.3.

39

1 **2. Development Review Committee.**

2 Following approval by the Council, the Master Plan shall be submitted for review
3 and certification by the Development Review Committee. Changes to a previously
4 approved MAPD zoning district master plan which exceed the limits of the
5 Development Review Committee shall comply with the modification options
6 contained in Sec. 6.8.1, regarding planned development district regulations.

7 **3. Phasing controls and platting.**

8 Each MAPD zoning district shall be subject to the time limitation and review
9 requirements of Sec. 5.9 relating to compliance with time limitations and Sec.
10 6.8.1.T relating to phasing controls and platting and shall proceed in a reasonably
11 continuous and timely manner.

12 **H. Uses.**

13 **1. Permitted, Conditional and Prohibited Use.**

14 The Planned Development District Use Regulations Schedule, as provided in Table
15 6.8-2 indicates permitted, conditional, special and prohibited uses permitted within
16 an approved MAPD zoning district, unless otherwise restricted by conditions
17 included in the development order and the requirements of this section.

18 **2. Accessory Retail and Support Uses.**

19 **a. Accessory Uses Permitted.** Accessory uses such as commercial and retail
20 including restaurants, cafés, coffee shops, sundry shops, pharmacies and
21 financial institutions located within a hospital, medical office, clinic or similar
22 building shall not exceed a maximum of 1,500 square feet for each use within
23 a building.

24 **b. Permitted Accessory Use Locations.** Accessory commercial and retail uses
25 shall be located only on a ground floor.

26 **c. Exception.** This restriction shall not apply to uses within any portion of an
27 MAPD zoning district master plan that is designated as a Main
28 Street/Commercial Center element of the master plan.

29 **I. Main Street/Commercial Center Design Standards.**

30 **1. Creation.**

31 **a. Establishment.**

32 Within a MAPD zoning district, a single "main street" or "pedestrian-oriented
33 commercial center" shall be established as part of the approved master plan if
34 the planned development district consists of 30 acres or more.

35 **b. Inclusion in Master Plan.**

36 The main street/commercial center shall be included as an element of the
37 master plan, and this element shall be based upon the design concepts
38 outlined below.

39

- 1 **c. Number.**
2 More than one main street/commercial center may be created as part of an
3 overall master plan approval.
- 4 **d. Mix of Use.**
5 The main street/commercial center shall be designed as a mixed use center
6 incorporating commercial, retail, office, personal services and residential uses.
- 7 **e. Minimum and Maximum Size.**
8 A main street/commercial center shall consist of not less than 100,000 square
9 feet and not more than 150,000 square feet. Unless approved as part of a
10 master plan, a single tenant shall not exceed 10,000 square feet.
- 11 **f. Location.**
12 To the extent possible, a main street/commercial center shall be located at
13 the logical central place of the property. For the purposes of this section, the
14 central place shall be determined by the size and configuration of the MAPD
15 zoning district, parcel size; parcel geometry; pedestrian, mass transit and
16 vehicular circulation; and density, intensity and distribution of uses, residents,
17 employees and clients.
- 18 **g. Focal Point.**
19 The main street/commercial center shall be designed with a central square,
20 plaza or similar focal point, with clearly defined pedestrian connections to all
21 activities within the center.
- 22 **h. Architectural Style.**
23 The main street/commercial center shall be designed with an overall unified
24 architectural style that is pedestrian-oriented, including arcades, overhead
25 weather protection, etc., that connects the ground level activities with the
26 focal point.
- 27 **i. Project Form.**
28 The main street/commercial center shall be designed in a linear or compact
29 form, with the linear form being encouraged to include street front
30 activities/uses facing the adjacent pedestrian path or roadway.
- 31 **j. On-street Parking.**
32 The main street/commercial center shall be designed to include parking along
33 street sections, and that parking is to be included in overall calculations for
34 required parking.
- 35 **k. Structures.**
36 The main street/commercial center shall be designed to be a combination of
37 one, two and three story structures, with pedestrian-oriented uses and
38 services on the ground floor and a vertical integration of residential and
39 nonresidential uses on the above-ground floors. All planes of structures, to

1 the extent possible, shall be located within 15 feet of a sidewalk or
2 pedestrian-oriented area

3 **l. Sidewalks.**

4 Sidewalks shall be a minimum of ten feet in width, and shall be designed to
5 encourage such uses as outdoor restaurant seating, pedestrian street
6 furniture, and similar amenities.

7 **m. Utilities and Delivery Service Area.**

8 The main street/commercial center shall be designed, to the extent possible,
9 to provide a single, centralized location for provision of deliveries, utilities,
10 solid waste disposal, etc. As an alternative, a limited number of locations
11 throughout the center can be designated to provide this feature.

12 **n. Underground Utilities.**

13 All public and private utilities shall be installed underground and shall be
14 installed beneath the road rights-of-way. The provisions of this section shall
15 not apply to utilities existing as to the effective date of this section.

16 **o. Parking Design and Integration.**

17 Excluding on-street parking, the main street/commercial center shall be
18 designed to limit or eliminate vehicle parking areas located between
19 buildings and adjacent public rights of way. Vehicle parking for centers shall
20 be designed with the provision of parking in convenient, yet secondary
21 locations.

22 **p. Relation to Public Improvements.**

23 The main street/commercial center shall be designed to be complementary to
24 and integrate with public improvements located along or within public rights
25 of way, parks, pedestrian circulation systems, etc.

26 **q. Design Plan.**

27 The main street/commercial center shall be designed in accordance with an
28 overall design plan approved as part of a master plan development order
29 approval.

30 **r. Alternative Transportation Plan.**

31 The main street/commercial center shall be designed in accordance with an
32 overall alternative transportation plan, to integrate mass transit of all types,
33 bicycles lanes, pedestrian paths, and similar non-vehicular modes of travel.
34 The alternative transportation plan shall be approved as part of a master plan
35 development order approval.

36 **s. Landscaping.**

37 The main street/commercial center shall be designed with an overall
38 landscaping plan, emphasizing the use of native species and shade for

pedestrians. The overall landscape plan shall be approved as part of a master plan development order approval.

t. Drive Through Facilities.

Drive through facilities for any retail or commercial use within the MAPD zoning district are prohibited.

u. Freestanding Buildings.

Unless approved as part of the overall master plan for the main street/commercial center, freestanding buildings are prohibited.

J. Property Development and Supplementary Regulations.

1. Compliance with Property Development Regulations.

The property development regulations within a MAPD zoning district shall be as indicated in Table 6.8-23, unless otherwise specifically provided in the approved Master Plan or in the MAPD zoning district development order.

Table 6.8-23

**Medical Arts Planned Development Zoning District
Property Development Regulations**

Development Standard	Property Development Regulation
Minimum Parcel Size	20 acres
Minimum Parcel Width	300 feet
Minimum Parcel Depth	200 feet
Maximum Building Height	72 feet
Minimum Lot Size	None
Maximum Floor Area Ratio per Lot	0.4 or as may be allowed in Future Land Use Element of the Comprehensive Plan.
Maximum Impervious Surface per Lot	75%.
Maximum Building Coverage per Lot	50%.
Minimum Open Space per Lot	25%.
Building Setbacks for Principal Structures	Minimum or Maximum Setback.
• Front	Minimum of 30 feet for freestanding buildings. Maximum of 15 feet or as otherwise included within an approved master plan in an area designated as "main street/commercial center."
• Side (interior)	Minimum of 25 feet or as otherwise approved in the master plan.
• Side (street)	30 feet.
• Rear	25 feet for a non-residential structure. 30 feet for a residential structure.

1 2. **Additional Standards.**

2 In addition to the standards of Table 6.8-23, the following standards listed below
3 shall apply within the MAPD zoning district.

4 a. **Building height.**

5 The building setbacks indicated are based on a maximum building height of
6 72 feet. All structures exceeding 35 feet in height shall provide an additional
7 setback of one horizontal foot for each one vertical foot of building
8 exceeding 35 feet.

9 b. **Measurement of building setbacks.**

10 The building setbacks shall be measured from the perimeter property line.

11 c. **Side Interior Setbacks.**

12 With respect to side interior setbacks, the amount of setback shall be
13 determined by the requirements of the approved master plan, subject to
14 compliance with Wellington's building code

15 d. **Rear building setbacks.**

16 With respect to rear building setbacks, the minimum distance shall be
17 determined based whether the abutting property is designation as a
18 residential or non-residential zoning district.

19 3. **Supplementary Regulations.**

20 All development within the MAPD zoning district shall comply with the
21 requirements of this section unless otherwise provided herein or within the
22 approved MAPD zoning district development order.

23 a. **Environmental Design.**

24 The use of sustainable building and site design techniques shall be
25 incorporated in a MAPD zoning district development, as feasible or required
26 by the approved master plan. The design shall conserve energy, minimize
27 water usage, recycle wastes and promote environmental sustainability within
28 Wellington.

29 b. **Sign Requirements.**

30 i. **Compliance.** All MAPD zoning district development shall at a minimum
31 comply with the requirements of Sec. 7.14 of Wellington's Land
32 Development Regulations, relating to sign regulations and in addition,
33 shall comply with the sign requirements of this section. In cases of
34 conflict between this section and other sections of the Land
35 Development Regulations, the provisions of this section shall apply to
36 the extent of the conflict.

37 ii. **Master sign plan.** A master sign plan shall be approved by the
38 Architectural Review Board (ARB) prior to the installation of any
39 permanent signage.

1 iii. **Accessory use retail tenant wall signs.** One retail tenant wall sign shall
2 be permitted for each accessory use such as retail and financial
3 institutions only.

4 (a) **Maximum number of signs.** A maximum of four accessory use
5 retail tenant wall signs shall be permitted for each building.

6 (b) **Permitted location.** Tenant wall signs shall not be located on
7 walls facing a residentially zoned property.

8 (c) **Standards for signs.** Accessory use retail tenant wall signs shall
9 comply with the standards listed below.

10 (i.) Wall sign area shall not exceed 24 square feet.

11 (ii.) Lettering shall not exceed 24 inches in height.

12 (iii.) A maximum of two lines of copy and a combined height of 36
13 inches shall be permitted.

14 (iv.) The sign copy shall advertise only the accessory retail use
15 tenant's name.

16 (v.) All signs for each separate building shall be of a consistent
17 format including color, lettering style and materials. Use of
18 tenant logos is permitted consistent with the requirements of
19 this section.

20 (vi.) All wall signs shall be separated a distance of at least 50 lineal
21 feet from any other wall sign.

22 (vii.) All accessory use wall signs shall be located only on the first
23 floor.

24 (d) One tenant wall sign shall be permitted for each accessory retail
25 use.

26 iv. **Accessory retail tenant monument signs**

27 (a) **Maximum number of signs and number of tenants.** One
28 monument sign with a maximum of four accessory retail use
29 tenants shall be permitted for each building.

30 (b) **Standards for signs.** Tenant retail monument signs shall comply
31 with the standards listed below.

32 (i.) Signs shall not exceed eight (8) feet in height.

33 (ii.) Signs shall not exceed eight (8) in width.

34 (iii.) Signs shall not exceed twenty-four square feet in area.

35 (iv.) All retail tenant monument signs shall be landscaped around
36 the base of the sign to ensure the structure blends in with the

1 site and character of the overall landscape plan. The area of
2 landscaping shall not be less than the area of the sign faces.

3 (v.) All accessory retail tenant monument sign shall be consistent
4 with the approved sign plan.

5 **v. Directional signs.**

6 The directional sign copy shall be limited to directional messages and
7 arrow symbols only. Acceptable copy includes the name of buildings,
8 main entrances, emergency room, parking lots/garage, hospital, special
9 center, principal residential uses, and principal uses such as hotels and
10 commercial centers approved as part of a master plan.

11 (a) The signs shall be for internal pedestrian and/or vehicular traffic
12 located within parking field of the use.

13 (b) Directional signs shall comply with the standards listed below.

14 (i.) Maximum height of 8 feet.

15 (ii.) Maximum width of 5 feet.

16 (iii.) Sign face area shall not exceed 24 square feet per side.

17 (iv.) Lettering shall be no more than 8 inches in height.

18 (v.) A maximum of 10 lines of copy shall be permitted.

19 (vi.) The number of directional signs permitted shall be limited by
20 the Master Sign Plan.

21 (vii.) Location of directional signs shall not obstruct the visibility of
22 motorists or pedestrians and shall not interfere with public
23 safety.

24 (c) All directional signs shall be landscaped around the base of the
25 sign to ensure the structure blends in with the site and character of
26 the overall landscape plan. The area of landscaping shall not be
27 less than the area of the sign faces.

28 **vi. Hospital and hospital campus signs.** Signs for a hospital and the
29 associated hospital campus shall comply with the standards provided in
30 Table 6.8-24.

31 (a) Colors and materials for all signs shall comply with the approved
32 sign plan.

33 (b) Sign size and dimensions shall comply with the approved sign plan.

34 (c) Signs may be illuminated as provided in the approved sign plan.

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Table 6-8.24

Sign Dimension and Other Provisions for Hospital and Hospital Campus Signs

Sign Type	Max.¹ Height	Max. Width	Max. Size	Other Provisions	Logo, Lines of Copy & Number
Campus Anchor Monument	20 feet	10 feet	200 square feet	May include a LED ² message panel	Per approved sign plan
Campus Entry Monument	15 feet	9 feet	135 square feet	None	Per approved sign plan
Building Identity Monument	6 feet	11 feet	66 square feet	None	Per approved sign plan
Primary Directional Monument	10 feet	6 feet	60 square feet	None	Per approved sign plan
Secondary Directional	9 feet	5 feet	45 square feet	None	Per approved sign plan
Tertiary Directional	7 feet	4 feet	28 square feet	None	Per approved sign plan
Campus Identity Wall Letters	<ul style="list-style-type: none"> • Letter height NMT³ 26 inches • Logo height NMT 39 inches • Total height NMT 4 feet 	75 Feet	300 square feet	None	Per approved sign plan
Illuminated Canopy Identity Lettering	Letter height NMT 24 inches	25 feet	50 square feet	None	Per approved sign plan
Medical Pavilion Wall	6 feet	10 feet	60 square feet	None	Per approved sign plan
Medical Pavilion Canopy Lettering	Lettering NMT 12 inches in height	10 feet	10 square feet	None	Per approved sign plan
Cancer Center Wall Lettering	Lettering NMT 13 inches in height	20 feet	60 square feet	None	Per approved sign plan

Sign Type	Max. ¹ Height	Max. Width	Max. Size	Other Provisions	Logo, Lines of Copy & Number
Illuminated Canopy Identity Lettering	<ul style="list-style-type: none">• Lettering NMT ____ inches in height• Total height of NMT 3 feet	20 feet	60 square feet	None	Per approved sign plan
Garage Identity	2 feet	15 feet	30 square feet	None	Per approved sign plan
Medical Pavilion Alphabetic Identity	3.5 feet	3 feet	9 square feet	None	Per approved sign plan
Rendina Memorial	4 feet	3 feet	12 square feet	None	Per approved sign plan
Public Service/Temporary Banners	As permitted by Section 7.14.12.H, “Temporary Banners in the Medial Commercial Planned Development District,” of the Wellington Land Development Regulations.				
Notes. 1. Max. means Maximum. 2. LED means Light Emitting Diode. 3. NMT means Not More Than.					

K. Parking requirements.

All MAPD zoning district development shall at a minimum comply with Sec. 7.2 of these land development regulations, relating to off-street parking and in addition shall comply with the parking and loading requirements of this section. In cases of conflict between this section and other sections of the land development regulations, the provisions of this section shall apply to the extent of the conflict.

1. Visitor, Resident and Employee Parking.

Visitor and resident parking shall be located the shortest walking distance to the primary public entrance of buildings, residences or activities. Designated parking areas shall be provided for all employees as part of the approved master plan or the approved site plan.

2. Space Dimensions.

All zoning district parking spaces shall be a minimum width of 9.0 feet and a minimum length of 19 feet. All garage parking spaces within a MAPD zoning district shall be a minimum width of 8.5 feet and a minimum length of 18.5 feet. The parking spaces constructed or approved prior to the adoption of the MAPD zoning district shall be vested, be a part of the Master Plan and shall be considered a conforming improvement.

3. Parking Demand.

The number of parking spaces may be reduced by either a shared parking study, conducted as provided in Sec. 7.2.3.H or by a parking demand study prepared in a professionally accepted manner. The study shall be conducted based upon the standard listed below.

- a. Demand shall be calculated upon peak seasonal use of the hospital and related office, commercial and retail uses within the MAPD zoning district.
- b. Demand also shall be calculated upon the shift with the greatest number of employees.
- c. Demand also shall be calculated occupancy of all hospital, medical office, and professional office calculated upon a minimum of 75 percent of use.

4. Road Improvements.

- a. As provided in Sec. 6.8.1.W.4, regarding road improvements, the Council may require a MAPD zoning district development to provide certain road improvements within the road right of way, in addition to the land development improvements required for the subdivision or platting of land.
- b. These conditional improvements are intended to forward certain goals of the Comprehensive Plan such as: assuring the public health, safety and welfare; facilitating non-vehicular circulation; implementing the linked Open Space, Scenic Corridor and other applicable Wellington programs; and improving the neighborhood aesthetics. These conditional road improvements may include, but are not limited to street lighting, median landscaping, street trees, underground utilities and bike lanes. See Sec. 6.8.1.W.4, regarding road improvements.

5. Phasing Plan.

An application for rezoning and master plan approval shall include an overall phasing plan for construction of individual parcels within a MAPD zoning district, including the construction of the main street/commercial center portion of the district. Modification of the phasing plan shall require Council approval.

SECTION 2. Table 6.8-2, the "Planned Development District Use Regulations Schedule Permitted Use Table," of the Land Development Regulations of Wellington is hereby amended to include a column associated with the Medical Arts District Planned Development District (MAPD), establishing permitted, prohibited, conditional, requested, and special permitted uses to read as follows in Attachment 1. The existing uses for the PUD, MXPD, and MUPD AND PIPD districts remain unchanged by this ordinance.

SECTION 3. Table 6.8-2, the "Planned Development District Use Regulations Schedule Permitted Use Table," of the Land Development Regulations of Wellington is hereby amended by enacting Note 69.1, relating to the category of "Manufacturing and Processing," to read as follows:

69.1 Manufacturing and Processing. Within a Medical Arts Planned Development District, a manufacturing and processing use or facility shall be limited to the manufacturing, fabrication or processing of medical- or medically-related goods and products.

1 **SECTION 4.** Article 3, "Definitions," of Chapter 2, "Definitions," is amended to include a
2 definition of "Hospital" to read as follows:

3 **Hospital** means a medical facility as provided in Section 395.002(12), Florida Statutes, as
4 amended.

5 **SECTION 5.** Should any section, paragraph, sentence, clause, or phrase of this Ordinance
6 conflict with any section, paragraph, clause or phrase of any prior Wellington Ordinance, Resolution, or
7 Municipal Code provision, then in that event the provisions of this Ordinance shall prevail to the extent
8 of such conflict.

9 **SECTION 6.** Should any section or provision of this Ordinance or any portion thereof, any
10 paragraph, sentence or word is declared by a court of competent jurisdiction to be invalid, such
11 decision shall not affect the validity of the remainder hereof as a whole or any part to be declared
12 invalid.

13 **SECTION 7.** The provisions of this Ordinance shall become effective immediately upon
14 adoption.

15
16
17
18 **(The remainder of this page left intentionally blank)**
19

1 PASSED this ____ day of _____ 2010, upon first reading.

2 PASSED AND ADOPTED this ____ day of _____ 2010, on second and final reading.

3 WELLINGTON

4 FOR AGAINST

5 BY:

6 _____
7 Darell Bowen, Mayor

8 _____
9 _____
10 Dr. Carmine A. Priore, Vice Mayor

11 _____
12 _____
13 Lizbeth Benacquisto, Councilwoman

14 _____
15 _____
16 Matt Willhite, Councilman

17 _____
18 _____
19 Howard K. Coates, Jr., Councilman

20 _____
21 ATTEST:

22 _____
23 BY: _____
24 Awilda Rodriguez, Clerk

25 _____
26 APPROVED AS TO FORM AND
27 LEGAL SUFFICIENCY

28 _____
29 _____
30 BY: _____
31 Jeffrey S. Kurtz, Attorney

32

Attachment 1

TABLE 6.8-2 PLANNED DEVELOPMENT ZONING DISTRICTS -- USE REGULATIONS SCHEDULE																	
Blank = Not PermittedA = Accessory Use Only.....C = Conditional Use..... D = Development Review Committee.....P = Permitted Use.....S = Special Permit																	
USE TYPE	PUD				MAPD	MCPD	MXPD		MUPD				FLEX	Notes (Sec. 6.4.4)			
	Use Zone				Land Use Category	Use Zone	Land Use Category		Land Use Category				Flex Zone				
	CR	OS & R E C	R E S	C I V/P	C O M	<u>MC</u>	M C	MU	NC	OC	CC	MU	NC	OC	CC	I N D	E Z E C
Accessory Dwelling						P											1
Agriculture, bona fide																	6
Agricultural food processing																	
Agricultural related manufacturing, light																	
Agricultural research/development																	3
Agricultural sales & service																	4
Agricultural stand																	106
Agricultural transshipment																	5
Air curtain incinerator, permanent																	7
Air curtain incinerator, temporary																	8
Air stripper, remedial																	

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TABLE 6.8-2
PLANNED DEVELOPMENT ZONING DISTRICTS --
USE REGULATIONS SCHEDULE

Blank = Not PermittedA = Accessory Use Only.....C = Conditional Use.....
D = Development Review Committee.....P = Permitted Use.....S = Special Permit

USE TYPE	PUD				MAPD	MCPD	MXPD		MUPD	FLEX	Notes (Sec. 6.4.4)
	Use Zone				Land Use Category	Use Zone	Land Use Category		Land Use Category	Flex Zone	
	CR	OS & R E C	R E S	C I V P	C O M						
Broadcasting studio											
Building supplies, retail											
Building supplies, wholesale											
Campground											21
Car wash and auto detailing						C					23
Catering service						P					
Cemetery or mausoleum											24
Chipping and mulching											25
Church or place of worship						C					26
College or university						C					
Communication panels and antennas, commercial						P					
Communication tower, commercial						C					27

**TABLE 6.8-2
PLANNED DEVELOPMENT ZONING DISTRICTS --
USE REGULATIONS SCHEDULE**

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[illegible]

[illegible]

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	Use Zone				Land Use Category	Use Zone	Land Use Category				Land Use Category				Flex Zone		
	CR	OS & R E C	R E S	C I V/P	C O M		M C	MU	NC	OC	CC	MU	NC	OC	CC		I N D
Newsstand or gift shop						P											76
Nursery, retail																	77
Nursery, wholesale																	78
Nursing or convalescent facility						P											79
Office, business or professional						P											80
Packing plant																	81
Park, passive						P											82
Park, public						P											83
Parking garage, commercial						C											84
Parking lot, commercial																	84
Personal services						P											85
Pottery shop, custom																	
Potting Soil																	
Manufacturing																	
Printing and copying services						P											86

**TABLE 6.8-2
PLANNED DEVELOPMENT ZONING DISTRICTS --
USE REGULATIONS SCHEDULE**

[illegible]

[illegible]

TABLE 6.8-2 PLANNED DEVELOPMENT ZONING DISTRICTS -- USE REGULATIONS SCHEDULE																			
Blank = Not PermittedA = Accessory Use Only.....C = Conditional Use..... D = Development Review Committee.....P = Permitted Use.....S = Special Permit																			
USE TYPE	PUD				MAPD	MCPD	MXPD		MUPD	FLEX	Notes (Sec. 6.4.4)								
	Use Zone				Land Use Category	Use Zone	Land Use Category		Land Use Category	Flex Zone									
	CR	OS & R E C	R E S	C I V P	C O M		M C	MU	NC	OC	CC	MU	NC	OC	CC	CR	I N D		
Upholstery shop																			111
Utility, minor						P													112
Vehicle sales and rental																			114
Veterinary Clinic						P													115
Vocational School						P													116
Warehousing																			117
Water or wastewater treatment plant						P													118
Wholesaling, general																			
Woodworking or cabinet making																			
Zero lot line dwelling																			119
Zoo																			120

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TO: Mayor and Village Council

FROM: Marty Hodgkins, Strategic Planning & Economic Development

SUBJECT: Creation of the Medical Arts Planned Development District

DATE: February 15, 2010

I. BACKGROUND

Ordinance 2010 – 05 creates the Medical Arts Planned Development District (MAPD) as a new zoning district within Wellington's Land Development Regulations (LDRs). In large measure, the draft is based upon the existing provisions of the Medical Center Planned Development District, approved in June 2007.

The principal intent of this district is to implement the Medical Arts District concept of the "Economic Development Initiative" (EDI) endorsed by the Council in 2009. The MAPD zoning district ultimately is proposed to be assigned to properties located at the northwest corner of the Forest Hill Boulevard/SR 7 intersection. A map of this area appears on the following page. Staff notes that the actual assignment of the MAPD zoning district to any properties is contingent upon approval by the property owners and upon final Comprehensive Plan and zoning approvals that may be granted by Council.

As part of the EDI, the MAPD zoning district is intended to foster creation of "family sustaining" jobs located within Wellington, rather than similar types of jobs located in places such as West Palm Beach or even other counties. A second reason for the MAPD district concept is to assist with creation of increased property values. A third reason is creation of a district that is controlled by an overall master plan rather than piecemeal development or redevelopment of this area. The overall master plan contemplates integration of the following features within a medically-oriented campus:

- architectural and site design,
- internal traffic circulation,
- pedestrian and bicycle circulation,
- commercial and retail services of a support nature; and
- stormwater management.

Location of Proposed Medical Arts District



Creation of the MAPD zoning district also assists with implementing one of the tasks set forth in the Evaluation and Appraisal Report (EAR) for Wellington's Comprehensive Plan. The EAR plan revisions included specific reference to the EDI and the creation of a medical arts district as a part of a long term economic development strategy. The MAPD is predicated on the presence of Wellington Regional Medical Center (WRMC) and anticipated growth in the overall health care industry. WRMC is identified as Wellington's largest public employer, and is continuing a trend of constructing additional beds and facilities at its current campus.

There have been extensive and ongoing contacts with property owners regarding implementation of the proposed MAPD zoning district. All property owners have signed the "non-binding letter of agreement that allows continuation of planning efforts to implement the overall Medical Arts District. There are seven property owners whose property is located within the proposed Medical Arts District, as summarized below.

Property	Size	Property Owner	Status
Iorizzo MUPD	5.5 acres	Michael Iorizzo	<ul style="list-style-type: none"> • Project approved • Project unbuilt
Wellington Reserve MUPD	21 acres	Frank Ching (Note: Property under foreclosure action. Court-appointed receiver has signed letter of intent.)	<ul style="list-style-type: none"> • Project virtually complete • 1 additional building included in site plan
Four Four 1 Parcel	40 acres	Four Four 1 Partners (Ireland)	<ul style="list-style-type: none"> • Property Vacant • No existing development approvals
Gastroenterology Center	5 acres	Palm Beach Gastroenterology Center	<ul style="list-style-type: none"> • Project complete • Unincorporated
Wellington Self Storage	10 acres	Wellington Self Storage	<ul style="list-style-type: none"> • Project complete • Unincorporated
Palm Beach County	15 acres	Palm Beach County	<ul style="list-style-type: none"> • Property vacant • No existing development approval • Unincorporated
Palm Beach County	10 acres	Palm Beach County	<ul style="list-style-type: none"> • Property vacant • No existing development approval • Unincorporated
Village Professional Park	55 acres	Roger Fina	<ul style="list-style-type: none"> • Project approved • Project unbuilt
Wellington Regional Medical Center	55 acres	Wellington Regional Medical Center	<ul style="list-style-type: none"> • Project undergoing final phases of development

The final approval of the letter of agreement was received during the week of February 8th. Now that all properties have approved of the overall concept of the Medical Arts District, the next steps in creating and implementing the district have been undertaken. A presentation on the status of the Medical Arts District is scheduled for presentation to the Council during the month of March 2010.

II PROPOSED MEDICAL ARTS PLANNED DEVELOPMENT DISTRICT

The text of the proposed Medical Arts Planned Development District is presented in Ordinance 2010 - 05. Principal elements in the proposed draft are summarized on Table 1.

III. RECOMMENDATION BY PLANNING, ZONING AND ADJUSTMENT BOARD

On February 3, 2010, the PZAB voted unanimously to recommend approval of the proposed MAPD planned development district, subject to three amendments. The only changes recommended by PZAB are summarized below.

- **Permitted Use Table (Table 6.8-2):** Change ***“Church or Place of Worship”*** from a “Permitted Use” to a “Conditional Use.” The major impact of this proposed amendment would require Council approval of any request to establish a place of worship within the MAPD zoning district.
- **Permitted Use Table (Table 6.8-2):** Change ***“Dog Day Care”*** from a “Permitted Use” to a “Conditional Use.” The major impact of this proposed amendment would require Council approval of any request to establish a dog day care within the MAPD zoning district.
- **Permitted Use Table (Table 6.8-2):** Change ***“Financial Institution”*** from a “Permitted Use” to a “Conditional Use.” The major impact of this proposed amendment would require Council approval of any request to establish a financial institution within the MAPD zoning district.

Staff does not object to the proposed change a dog day care. Staff does believe that a financial institution should remain as a permitted use within the proposed zoning district, as this is a desirable use typical to large scale professional centers and campuses. Staff also recommends retention of churches and places of worship as a permitted use rather than a conditional use as a freestanding use of this nature would be reflected on an approved master plan.

IV. RECOMMENDATION BY STAFF

Strategic Planning and Economic Development Department staff recommends approval of the proposed amendments to the text of the Medical Arts Planned Development Zoning District as presented in Ordinance No. 2010- 05 and as recommended by PZAB with two exceptions. Those exceptions are as follows:

- retain financial institutions as a “Permitted Use” rather than as a “Conditional Use;” and

- retain church or place of worship as a “Permitted Use” rather than as a “Conditional Use.”

In addition, it is recommended that staff be directed to include language within Table 6.8-2, the table of permitted uses, to require that “Manufacturing and Processing” within the Medical Arts Planned Development District be allowed only when such facilities are engaged in the manufacture, fabrication, or processing of medically-related goods and products. This proposed language is included in Section 3 of Ordinance No. 2010-05.

TABLE 1.
SUMMARY OF PRINCIPAL ELEMENTS –
MEDICAL ARTS PLANNED DEVELOPMENT ZONING DISTRICT (MAPD)

1. Provides the MAPD is consistent w/the Medical Center Future Land Use Map designation.
2. Provides that a MAPD zoning district can be created only in conjunction with a hospital as one of the principal uses.
3. Requires a hospital to be located at the intersection of two or more arterial or collector roadways.
4. Requires a minimum separation of three miles from any other hospital within Wellington.
5. Requires submission of a master plan as part of a MAPD zoning application and establishes minimum requirements for a MAPD master plan, including the following:
 - a. Creation of a non-vehicular and pedestrian circulation systems;
 - b. Inclusion of designated open space;
 - c. Provision for perimeter landscaping; and
 - d. Creation of architectural design standards.
6. Requires a minimum threshold of 20 acres for a parcel to be rezoned to the MAPD zoning district.
7. Provides for permitted uses within a MAPD zoning district, as indicated in Table 6.8-2. Uses permitted are oriented towards medical facilities, medical offices and clinics, professional offices, medical research and testing, medical manufacturing, and support retail/commercial.
8. Requires creation of a “Main Street/Commercial Center” concept if a MAPD zoning district exceeds 30 acres. Provides the main street shall be at least 100,000 square feet but not more than 150,000 square feet. The intent of this main street concept is to provide a “district-serving” mix of retail, commercial, office, personal service and residential uses.
9. Provides for property development regulations for a MAPD zoning district, including minimum parcel size, maximum building height, maximum floor area ratio, and building setbacks. In this area, a maximum building height of 72 feet is allowed but there is an additional setback required when buildings abut a residential zoning district.
10. Provides supplementary regulations for the MAPD zoning district, including sign regulations. Includes special provisions for signs associated with a hospital.
11. Provides overall parking regulations, including compliance with existing parking regulations; provision of visitor, resident and employee parking; use of a shared parking study or parking demand study to reduce parking based upon actual uses or parking demand experienced within a MAPD zoning district; road improvements; and a phasing plan.
12. Creates a definition of “Hospital” within the definitions section of the land development regulations.
13. Includes an amendment to the “Manufacturing and Processing” entry in Table 6.8-2, to require that the use be limited to medical and medically-oriented goods and products when located in a MAPD zoning district.

7. B

**WELLINGTON VILLAGE COUNCIL
AGENDA ITEM SUMMARY**

AGENDA ITEM NAME: ORDINANCE NO. 2010-08 (SIGN CODE ZTA MIXED USE PLANNED DEVELOPMENT DISTRICT)

AN ORDINANCE OF THE COUNCIL OF WELLINGTON, FLORIDA, PERTAINING TO ZONING; AMENDING ARTICLE 6 "ZONING DISTRICTS," CHAPTER 8 "PLANNED DEVELOPMENT DISTRICT REGULATIONS," OF THE LAND DEVELOPMENT REGULATIONS OF WELLINGTON BY ENACTING SECTION 8 "MIXED USE PLANNED DEVELOPMENT DISTRICT;" PROVIDING A CONFLICTS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

ACTION REQUESTED: Discussion ☐ Approval ☒

**BUDGET AMENDMENT
REQUIRED:** Yes ☐ No ☒ See Below ☐

PUBLIC HEARING: Yes ☒ No ☐

FIRST READING ☒

SECOND READING ☐

REQUEST: Approval of Ordinance No. 2010-08, creating the Mixed Use Planned Development District.

EXPLANATION: Ordinance No. 2010-08 creates the Mixed Use Planned Development District (MXPD). The proposed zoning district will be utilized to assist with implementing the "Village Center" element of the Economic Development Initiative (EDI) endorsed by Council in 2009.

LEGAL SUFFICIENCY: Yes

FISCAL IMPACT: None

VILLAGE GOAL: Economic Development

RECOMMENDATION: Approve creation of the Mixed use Planned Development District, as recommended by PZAB.

Staff recommends approval of the proposed amendments to the text of the Mixed Use Planned Development Zoning District as presented in Ordinance No. 2010– 05 and as recommended by PZAB, including the following: (a) the amendment that requires the Industrial Land Use category to be located only within projects located on a State Highway; and (b) the amendment that requires both Office and Commercial Use categories for project that are at least 30 acres in size.

Both proposed PZAB amendments are included within Ordinance. No. 2010-08.

Ordinance No. 2010-08 creates the Mixed Planned Development District as one of the principal elements to assist with implementation of the “Village Center” element of the Economic Development Initiative. A summary of key points within the proposed planned development district are summarized below.

Provides the MXPDP is consistent w/the Mixed Use and Community Commercial Future Land Use Map designations.

Requires a MXPDP to be approved as a Planned Development District.

Allows an application for MXPDP to be considered for expedited permitting.

Retains the current number and type of uses permitted within the existing Mixed Use comprehensive plan category. As recommended by PZAB, this section has been amended to delete the Industrial category as a permitted use within a MXPDP, unless located on a state-designated highway.

Retains current types of MXPDPs (Types I – IV).

Retains current “Planned Development District” Standards.

Table 6.8.8-24 requires a minimum of 10% of **both** Commercial and Offices uses; this is not consistent with Sec. 6.8.8.J.1, which allows **either** a Commercial or an Office use, but not both. As recommended by PZAB, this section has been amended to change Sec. 6.8.8.J.1 to require **both** Commercial and Office uses as required by Table 6.8.8-24 when a MXPDP project consists of at least 30 acres.

Retains requirement for providing a minimum percentage of a specific land use as provided in Table 6.8.8-24.

Retains current language regarding maximum density within MXPDPs, as provided in Table 6.8.8-25.

Retains current language regarding residential use within a Type III MXPDP: at least 25% of residential uses must be integrated non-residential structures.

Retains current language regarding calculating maximum density within the various types of MXPDPs, as indicated in Table 6.8.8-26.

Retains current language regarding minimizing adverse impacts on adjacent properties.

Retains current language regarding establishment of the “maximum development threshold” for a proposed MXPDP.

Retains current method for identifying the “maximum development threshold” for a proposed MXPDP.

Establishes overall design concepts to be integrated within a proposed MXPDP, including a mix of uses, minimum ground floor uses, and architectural style and design requirements.

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The Mixed Use Planned Development District (MXPDP) is designed for new commercial center development or redevelopment of existing commercial sites and is characterized by a variety of integrated land use types. The intent of the district is to provide for a mixture of uses on single parcels in order to develop or redevelop sites which are sensitive to the surrounding uses, obtain the desired character of the community, and ensure the availability of public facilities to serve proposed developments. This designation is also intended to foster infill development, to deter urban sprawl and to lessen the need for additional vehicular trips through the

1 internalization of trips within the community or within a neighborhood or
2 project. The criteria established herein are to be used for development of
3 sites designated as Mixed Use.

4 **A. Comprehensive Plan Consistency.**

5 A MXPDP is consistent with the Mixed Use and Community Commercial
6 Future Land Use Designations

7 **B. Form of Development Approval.**

8 Each MXPDP project shall be approved as a planned development district
9 consistent with the applicable requirements of the Land Development
10 Regulations.

11 **C. Development Review.**

12 An application for establishment of an MXPDP zoning district may apply for
13 targeted expedited permitting processing as provided in Sec. 5.1.15 of the
14 Land Development Regulations.

15 **D. Land Uses.**

16 MXPDPs shall include a minimum of two of the following land uses described
17 in this element. The types of land uses within a mixed use development are
18 the following:

19 **1. Residential.**

20 The residential land use category shall include any combination of the
21 following dwelling types:

- 22 a. assisted living facility;
- 23 b. community residential home;
- 24 c. congregate living facility;
- 25 d. dormitory;
- 26 e. loft or residence above a nonresidential ground floor use;
- 27 f. multifamily, including duplex, triplex or quadplex dwellings;
- 28 g. nursing home or convalescent facility; or
- 29 h. townhouse.

30 **2. Commercial.**

31 The commercial land use category means those establishments
32 providing a variety of uses, including the following:

- 33 a. entertainment;
 - 34 b. hotel or motel or bed and breakfast inn;
 - 35 c. personal services;
 - 36 d. restaurants; and
 - 37 e. retail sales.
- 38

1 **3. Office.**

2 The office land use category means a building or buildings used primarily
3 for conducting the affairs of or the administration of a business;
4 organization; profession; service; industry; or similar activity, including
5 and medical office, medical clinic, and medical laboratory; and medical
6 research and development similar types of activities.

7 **4. Industrial.**

8 The industrial land use category means those establishments engaged
9 in a variety of light industrial uses including the following:

- 10 a. assembly of computers or electronics and similar types of equipment;
11 b. biomedical and medical research facilities;
12 c. laboratories;
13 d. manufacture of products not involving raw or processed food or
14 hazardous materials, or similar types of objectionable materials;
15 e. medical laboratories; and
16 f. research and development activities and offices related to such uses.

17 **5. Institutional and Public Facilities.**

18 The institutional and public facilities land use category means land
19 utilized for a public purpose, without regard to ownership, including the
20 following:

- 21 a. colleges and universities;
22 b. cultural facilities such as museums and art galleries;
23 c. governmental offices and facilities;
24 d. places of worship;
25 e. public or private schools and technical or vocational schools; and
26 f. congregate residential facilities including assisted living facilities,
27 community residential homes, congregate living facilities, dormitories,
28 nursing homes, or convalescent facilities.

29 **6. Parks.**

30 The parks land use category means land owned or operated by a
31 governmental entity offering the general public an opportunity to
32 participate in a variety of active, equestrian, passive, or similar
33 recreational activities.

34 **7. Conservation.**

35 The conservation land use category shall mean land permanently
36 dedicated for preservation of environmental, conservation, and natural
37 resources, including public or private lands protecting such resources.

38 **8. Open Space.**

39 The open space land use category shall mean land permanently
40 dedicated as common open space within a MXPD, including recreation
41 areas, preservation areas, and water management tracts. For the

purposes of this section, if open space is included as a specific use within a mixed use project, the open space feature or features, including water management tracts, shall be fully integrated as an element of the overall project and shall be designed to enhance the pedestrian, recreational, and visual amenities within the entire MXPDP.

E. Minimum Number of Land Uses.

1. **Minimum Number of Land Uses.** A MXPDP shall contain not less than the minimum number of land uses indicated in Table 6.8 – 23.

Table 6.8.8 – 23
Minimum Number of Land Uses in a Mixed Use Development

Number of Acres	Minimum Number of Land Uses
5 – 10	2
More than 10 – 30	3
More than 30 – 60	4

2. **Inclusion of Industrial Land Uses.** For the purposes of this Section, an Industrial land use shall not be allowed and shall not be included within the minimum number of required land uses unless the mixed use project abuts either State Road 7 or State Road 441.

F. Maximum Site Area per Land Use Category.

A single land use shall not occupy more than 60% of site area proposed for a MXPDP, and land allocation shall comply with the minimum and maximum requirements established in Table 6.8 – 24.

G. Types of Mixed Use Planned Developments.

For the purposes of providing more clearly defined types of projects which integrate a variety of uses, the following types of MXPDPs are established. Each application for a comprehensive plan amendment shall specify the type of Mixed Use development that is requested.

1. **Type I.** Mixed Use Type I means a project that may utilize the complete range of uses permitted by the Mixed Use future land use map designation and Mixed Use zoning designations, including the use of 100 percent of project area for determining maximum residential density.
2. **Type II.** Mixed Use Type II means a project that may utilize the complete range of uses permitted by the Mixed Use future land use map and Mixed Use zoning designations, but with a somewhat reduced maximum residential density, and the use of 100 percent of residential project area and 100 percent of area for designated for parks, open space and conservation for determining maximum residential density.
3. **Type IIA.** Mixed Use Type IIA means a project that may utilize the complete range of uses permitted by the Mixed Use future land use map and Mixed Use zoning designations but with a more reduced maximum residential density, and the use of 100 percent of residential project area

1 and 100 percent of area for designated for parks, open space and
2 conservation for determining maximum residential density.

3 **4. Type III.** Mixed Use Type III means a project that may utilize the
4 complete range of uses permitted by the Mixed Use future land use map
5 and Mixed Use zoning designations, but with a reduced maximum
6 residential density and the use of 100 percent of residential project area
7 determining maximum residential density.

8 **5. Type IV.** Mixed Use Type IV means a project that that excludes
9 multifamily residential use but allows other uses permitted by the Mixed
10 Use future land use map and Mixed Use zoning designations, and the
11 use of 100 percent of residential project area for determining maximum
12 residential density for such uses as assisted living facilities, community
13 residential homes, congregate living facilities, dormitories, hotel/motel
14 establishments, and nursing and convalescent facilities.

15 **6. Type V.** Mixed Use Type V means a project that excludes residential
16 uses but allows other uses permitted by the Mixed Use Future Land Use
17 Map and Mixed Use zoning designations.

18 **H. Planned Development District Standards.**

19 Each MXPD shall comply with the development standards listed below.

20 **1. Maximum Site Area.**

21 A single land use shall not occupy more than 60% of site area proposed
22 for a MXPD, and land allocation shall comply with the minimum and
23 maximum requirements established in Table 6.8 – 24.

24 **2. Minimum and Maximum Land Area.**

25 The minimum land area for a MXPD shall be 5 acres and the maximum
26 land area shall be 60 acres.

27 **3. Basis of Land Area Allocation.**

28 The minimum and maximum percent of land allocation indicated in Table
29 6.8 – 24 shall be based upon the total site area.

30 **4. Maximum Building Coverage.**

31 The maximum building coverage shall be 35%.
32

Table 6.8.8 – 24
Land Use Allocation per Type of Mixed Use

Land Use Category	Type I		Type II and Type IIA		Type III		Type IV		Type V	
	Min ¹	Max ²	Min	Max	Min	Max	Min	Max	Min	Max
Residential	10%	60%	10%	60%	10%	60%	0%	0%	0%	0%
Commercial	10%	60%	10%	60%	10%	60%	10%	60%	10%	60%
Industrial	0%	60%	0%	60%	0%	60%	0%	60%	0%	60%
Institutional & Public Facilities	0%	60%	0%	60%	0%	60%	0%	60%	0%	60%
Office	10%	60%	10%	60%	10%	60%	10%	60%	10%	60%
Parks	0%	60%	0%	60%	0%	60%	0%	60%	0%	60%
Conservation	0%	60%	0%	60%	0%	60%	0%	60%	0%	60%
Open Space	0%	60%	0%	60%	0%	60%	0%	60%	0%	60%
Notes.										
1. Min means Minimum.										
2. Max means Maximum.										

5. Maximum Floor Area Ratio.

The maximum floor area ratio shall be 0.50 (50%), except the maximum floor area ratio for the parks and conservation land use categories shall be five percent (5%).

6. Property Development Regulations.

Unless otherwise herein or established within an approved master plan, the property development regulations for a MXPDP shall comply with the property development regulations provided in Table 6.8 – 18, establishing the property development regulations for Multiple Use Planned Developments.

I. Intent of Minimum Use Standards.

For the purposes of this section, when a minimum percentage of a specific land use is indicated in Table 6.8.6.2, then at least that minimum percentage of the specific use shall be present as part of the mix of uses within a proposed MXPDP.

J. Additional Standards.

The following are additional standards affecting land allocations for a MXPDP.

1. Commercial or Office Land Use.

Either Commercial or Office land use is required as an element of mixed use development, but not both, except when a development consists of at least 30 acres. For a development consisting of at least 30 acres, both Commercial and Office land uses shall be required.

1 **2. Maximum Density.**

2 The maximum residential density within a mixed use development shall
3 be consistent with Table 6.8 – 25. For the purposes of this section,
4 residents per acre shall mean total number of residents, without regard
5 to number of single or multiple resident type of unit.

6 **3. Residential Uses within a Type III Mixed Use.**

7 Within a Type III Mixed Use development least 25 percent of all
8 residential dwellings or residential units shall be integrated into the
9 structures associated with a commercial, industrial, or office land use
10 parcels, including such dwellings as loft apartments associated with
11 nonresidential uses, above ground floor units associated with
12 nonresidential uses, or residential or transient units integrated into the
13 ground floor of predominantly nonresidential structures. The density of
14 such units shall be determined as provided in Table 6.8 – 25.

15 **K. Calculation of Maximum Density.**

16 The percentage of property that can be utilized for calculating residential
17 density is indicated in Table 6.8 – 26.

18 **L. Calculation of Project and Parcel Size.**

19 **1. Project Size.**

20 For the purposes of Table 6.8.6.4, project size shall be calculated to
21 include the gross acreage of a proposed MXPDP.

22 **2. Parcel Size.**

23 For the purposes of Table 6.8.6.4, parcel size shall be calculated to
24 include the gross acreage to be devoted to the principal use and those
25 areas utilized for roads, lakes and water management features,
26 recreation areas, and similar common areas that serve the principal
27 use.

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Table 6.8.8 – 25
Maximum Residential Density

Mixed Category/ Residential Type	Use	Maximum Residential Density		
		5 – 10 Acres	More than 10 Acres to 30 Acres	More than 30 to 60 Acres
Type I	MF	8 Units/Acres	10 Units/Acre	12 Units/Acre
	ALF ¹	16 Residents/Acre	16 Residents/Acre	16 Residents/Acre
	CRH ²	16 Residents/Acre	16 Residents/Acre	16 Residents/Acre
	CLF ³	16 Residents/Acre	16 Residents/Acre	16 Residents/Acre
	Dorm ⁴	16 Residents/Acre	16 Residents/Acre	16 Residents/Acre
	N/CLF ⁵	16 Residents/Acre	16 Residents/Acre	16 Residents/Acre
Type II	MF	6 Units/Acres	8 Units/Acre	10 Units/Acre
	ALF	12 Residents/Acre	12 Residents/Acre	12 Residents/Acre
	CRH	12 Residents/Acre	12 Residents/Acre	12 Residents/Acre
	CLF	12 Residents/Acre	12 Residents/Acre	12 Residents/Acre
	Dorm	12 Residents/Acre	12 Residents/Acre	12 Residents/Acre
	N/CLF	12 Residents/Acre	12 Residents/Acre	12 Residents/Acre
Type IIA	MF	4 Residents/Acre	6 Residents/Acre	8 Residents/Acre
	ALF	8 Residents/Acre	10 Residents/Acre	12 Residents/Acre
	CRH	8 Residents/Acre	10 Residents/Acre	12 Residents/Acre
	CLF	8 Residents/Acre	10 Residents/Acre	12 Residents/Acre
	Dorm	8 Residents/Acre	10 Residents/Acre	12 Residents/Acre
	N/CLF	8 Residents/Acre	10 Residents/Acre	12 Residents/Acre
Type III	MF	2 Units/Acre	2 Units/Acre	2 Units/Acre
	ALF	3 Residents/Acre	3 Residents/Acre	3 Residents/Acre
	CRH	3 Residents/Acre	3 Residents/Acre	3 Residents/Acre
	CLF	3 Residents/Acre	3 Residents/Acre	3 Residents/Acre
	Dorm	3 Residents/Acre	3 Residents/Acre	3 Residents/Acre
	N/CLF	3 Residents/Acre	3 Residents/Acre	3 Residents/Acre
Type IV	MF	Multifamily Dwelling Units Not Permitted		
	ALF	16 Residents/Acre	16 Residents/Acre	16 Residents/Acre
	CRH	16 Residents/Acre	16 Residents/Acre	16 Residents/Acre
	CLF	16 Residents/Acre	16 Residents/Acre	16 Residents/Acre
	Dorm	16 Residents/Acre	16 Residents/Acre	16 Residents/Acre
	N/CLF	16 Residents/Acre	16 Residents/Acre	16 Residents/Acre
Type V	Residential and Congregate Uses Not Permitted			

M. Interconnecting Pedestrian Ways and Plazas.

¹ ALF means Assisted Living Facility.

² CRH means Community Residential Home.

³ CLF means Congregate Living Facility.

⁴ Dorm. means Dormitory/

⁵ N/CLF means Nursing/Convalescent Facility.

1 The individual uses, buildings, or parcels within MXPDS shall include
2 interconnecting pedestrian ways and plazas.

3 **N. Pedestrian Connections to Abutting Properties.**

4 To the extent possible, pedestrian connections to abutting residential
5 properties shall be created. This provision is intended to encourage creation
6 of such connections, but not to force a residential property owner or
7 residential governing association to accept the installation of such connection.

8 **O. Minimization of Adverse Impacts.**

9 The individual uses, buildings, or pods within MXPDS shall, when applicable,
10 include site planning, design, and compatibility features which minimize
11 adverse impacts on adjacent uses, such as the following:

12 **1. Parks, Conservation Areas and Preserves.**

13 Locate parks, conservation areas, or preserves adjacent to abutting
14 residential zoning districts.

15 **2. Open Spaces.**

16 Locate open spaces, including water management features, adjacent to
17 abutting residential zoning districts;

18 **3. Nonresidential Building Height.**

19 Limit the height of nonresidential buildings to not more than two floors
20 when adjacent to abutting residential zoning districts;

21 **4. Residential Uses.**

22 Locate all freestanding residential uses or development adjacent to all
23 abutting residential zoning districts.

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Table 6.8.8 – 26
Land Area Used for Calculation of Residential Density

Number of Acres or Type of Use	Area Used for Calculation of Density per Mixed Use Type				
	Type I	Type II and Type IIA	Type III	Type IV	Type V
5 – 10 acres (Multifamily)	100% of Project Size	<ul style="list-style-type: none"> 100% of parcel area for residential use 100% of parcel area for Parks, Open Space & Conservation Use 	<ul style="list-style-type: none"> 100% of parcel area for residential use Not less than 25% of total parcel area with integrated residential and nonresidential uses 	None: Multifamily Housing Not Permitted	None: Multifamily Housing Not Permitted
More than 10 -30 acres (Multifamily)	100% of Project Size	Same as 5 – 10 Acre Category	Same as 5 – 10 Acre Category		
More than 30 acres (Multifamily)	100% of Project Size	Same as 5 – 10 Acre Category	Same as 5 – 10 Acre Category		
Assisted Living Facility (ALF)	100% of Project Size	Same as 5 – 10 Acre Category	Same as 5 – 10 Acre Category	100% of parcel area for residential use	None: ALF Not Permitted
Community Residential Home (CRH)	100% of Parcel Size	Same as 5 – 10 Acre Category	Same as 5 – 10 Acre Category	100% of parcel area for residential use	None: CRH Not Permitted
Congregate Living Facility (CLF)	100% of Project Size	Same as 5 – 10 Acre Category	Same as 5 – 10 Acre Category	100% of parcel area for residential use	None: CLF Not Permitted
Dormitory	100% of Project Size	Same as 5 – 10 Acre Category	Same as 5 – 10 Acre Category	100% of parcel area for residential use	None: Dormitory Not Permitted
Hotel/Motel	100% of Project Size	Same as 5 – 10 Acre Category	Same as 5 – 10 Acre Category	100% of parcel area for transient residential use	100% of parcel area for transient residential use
Nursing or Convalescent Facility (N/CF)	100% of Project Size	Same as 5 – 10 Acre Category	Same as 5 – 10 Acre Category	100% of parcel area for residential use	None: N/CF Not Permitted

5. Dumpsters and Recycling Containers.

a. Location.

Locate dumpsters, recycling, and related solid waste disposal facilities at least 100 feet from abutting residential zoning districts.

b. Screening.

Require permanent structural or nonstructural screening adjacent to all abutting residential zoning districts.

6. Lighting.

Ensure site and security lighting does not spillover into adjacent residential zoning districts.

P. Mixed Use Zoning Applications and Maximum Development.

Each application for a MXPDP zoning designation shall include and specify the maximum development threshold proposed for a particular site. For the purposes of the Mixed Use category, the term "maximum development threshold" means the total potential development is proposed to be established within a mixed use development, including all residential and nonresidential uses.

Q. Compliance with Mixed Use Future Land Use Map Policy.

Each application for Mixed Use planned development district designation shall comply with the following:

1. Mixed Use Future Land Use Map Category.

All policies adopted as part of the Mixed Use Future Land Use Map category of the Wellington's Comprehensive Plan when the development is located on a parcel with a Mixed Use Future Land Use Map designation.

2. Approvals.

All requirements of the development order and master plan approved for a Mixed Use or Community Commercial Future Land Use Map designation.

R. Master Plan Required.

Each application for the MXPDP district designation shall include a conceptual master plan to specify maximum development as provided herein.

S. Maximum Development Threshold.

A maximum development threshold for each property with a MXPDP district designation shall be established within the proposed master plan. The maximum development threshold shall include the following measures of density or intensity:

1. Types of Mixed Land Use Classification.

Identification of each type of mixed use land use classification (e.g. residential, commercial, industrial, institutional, etc.).

- 1 **2. Maximum Number of Square Feet or Similar Measurement.**
- 2 Identification of the maximum number of square feet, or other applicable
- 3 type of measurement such as number of students, for each
- 4 nonresidential use to be established.
- 5 **3. Maximum Dwellings.**
- 6 Establishment of a maximum number of dwellings to be constructed.
- 7 **4. Number of Residents.**
- 8 Establishment of number of residents permitted.
- 9 **5. Maximum Number of Units.**
- 10 Establishment of number of units permitted.
- 11 **6. Type of Dwelling Units.**
- 12 Identification of dwelling unit types to be constructed.
- 13 **7. Other Specific Development Limits.**
- 14 Identification of other specific development limitations such as building
- 15 height, building location, building design, natural resources protection,
- 16 etc.

17 **T. Mixed Use Center Design Concepts.**

18 Within each MXPDP, certain design concepts shall be integrated within the

19 overall master plan. These design concepts are provided below, and shall

20 govern the overall master plan for the mixed use center.

- 21 **1. Mix of Uses.**
- 22 The mix of uses shall comply with the requirements provided in this
- 23 Section.
- 24 **2. Ground Floor Uses.**
- 25 Ground floor uses shall be predominately pedestrian oriented, including
- 26 retail, restaurants, personal services, financial institutions, etc. Not less
- 27 than 75 percent (75%) of the lineal frontage of all ground floor uses shall
- 28 be pedestrian oriented.
- 29 **3. Orientation.**
- 30 Buildings, vehicular access, parking, service uses such as dumpsters
- 31 and recycling facilities, outdoor venues, and similar activities or uses
- 32 shall be located and oriented to avoid conflict with residential uses
- 33 located on properties abutting or adjacent to a mixed use center.
- 34 **4. Architectural Style and Center Design.**
- 35 **a. Architectural Style.**
- 36 Each MXPDP shall be designed with an overall unified architectural
- 37 style approved as part of the overall master plan. Final architectural
- 38 plan shall be subject to review by the Architectural Review Board
- 39 (ARB) as provided in Sec 6.5.19 of these land development
- 40 regulations.
- 41 **b. Pedestrian Orientation.**

Each MXPD shall pedestrian-oriented, including arcades, overhead weather protection, etc., that connects all ground level activities and provides direct access to any outparcels, sidewalks or other pedestrian amenities including mass transit facilities, bicycle parking areas, etc.

c. Focal Point.

Each MXPD shall be designed with a central square, plaza, piazza or similar focal point, with clearly defined pedestrian connections to all activities within the center.

d. Structures.

Each MXPD shall be designed to be a combination of one, two and three story structures, with pedestrian-oriented uses and services on the ground floor and a vertical integration of residential and nonresidential uses on the above-ground floors.

e. Sidewalks and Walkways.

External sidewalks and walkways shall be a minimum of ten feet in width, and shall be designed to encourage such uses as outdoor restaurant seating, pedestrian street furniture, and similar amenities.

f. Utilities and Delivery Service Area.

i. Each MXPD shall be designed to the extent possible, to provide a single, centralized location for provision of deliveries, utilities, solid waste disposal, etc. As an alternative, a limited number of locations throughout the center can be designated to provide this feature.

ii. Within a MXPD, all dumpsters shall be located at least 150 feet from an abutting residential property. As an alternative, dumpster locations shall be fully and completely enclosed.

iii. Hours to service dumpsters shall be established by the master plan approving creation of a MXPD.

g. Parking Design and Integration.

iv. Each MXPD shall be designed, to the extent possible, to locate vehicular parking in areas that are consistent with the following:

v. located at least 100 feet from any adjacent residential uses;

vi. not located between buildings and adjacent public rights of way; and

vii. do not interfere with safe and convenient pedestrian circulation.

h. Relation to Public Improvements.

Each MXPD shall be designed to be complementary to and integrate with public improvements located along or within public rights of way, parks, pedestrian circulation systems, etc.

i. Gateway Features.

Each MXPDP shall coordinate its landscaping, signage, and related improvements with any gateway, corridor or similar plans that are approved by Wellington and designed to enhance entry into Wellington via vehicular, pedestrian or related circulation systems.

j. Alternative Transportation.

Each MXPDP shall be designed to integrate mass transit of all types, bicycles lanes, pedestrian paths, and similar non-vehicular modes of travel. If included, the alternative transportation provisions of this section shall be approved as part of a master plan development order approval.

k. Landscaping.

Each MXPDP shall be designed with an overall landscaping plan, emphasizing the use of native species and shade for pedestrians. The overall landscape plan shall be approved as part of a master plan development order approval.

l. Drive Through Facilities.

Each MXPDP may incorporate drive through facilities for any retail or commercial use as a conditional use, subject to Wellington Council consideration during an initial or subsequent development review.

m. Design Plan.

Each MXPDP shall be designed in accordance with an overall design plan approved as part of a master plan development order approval.

n. Utilities and Delivery Service Area.

Each MXPDP shall be designed to locate utilities and delivery service areas at least 100 feet from any adjacent residential use. Each MXPDP shall be designed to provide a single, centralized location for the provision of utilities, solid waste disposal, etc. As an alternative, a limited number of locations throughout the site can be designated to provide this service.

o. Underground Utilities.

All public and private utilities shall be installed underground and shall be installed beneath the road rights-of-way in accordance with Wellington standards. Underground utilities may be installed in a swale area if the adjacent roadway is curbed. The requirement shall not apply to aboveground utilities existing as to the effective date of this section.

p. Parking Design and Integration.

Excluding on-street parking, the main street/commercial center shall be designed to limit or eliminate vehicle parking areas located between buildings and adjacent public rights of way. Vehicle parking for centers shall be designed with the provision of parking in convenient, yet secondary locations

1 **U. Major Amendments to an Approved MXPDP Master Plan.**

2 **1. Community Commercial Future Land Use Map Designation.**

3 A major amendment to an approved MXPDP master plan for a site
4 assigned a Community Commercial Future Land Use Map designation
5 shall comply with the requirements of Sec. 6.8.5.11 of these land
6 development regulations.

7 **2. Mixed Use Future Land Use Map Designation.**

8 A major amendment to an approved MXPDP master plan for a site
9 assigned a Mixed Use Future Land Use Map designation shall comply
10 with the Policy 1.3.24.15.F of the Future Land Use Element of
11 Wellington's Comprehensive Plan.

12 **SECTION 2.** Table 6.8-2, the "Planned Development District Use Regulations
13 Schedule Permitted Use Table," of the Land Development Regulations of Wellington is
14 hereby amended to include a column associated with the Mixed Use Planned
15 Development District (MXPDP), establishing permitted, prohibited, conditional, restricted
16 and special permitted uses to read as follows in Attachment 1. The existing uses for the
17 PUD, MXPDP, and MUPD AND PIPD districts remain unchanged by this ordinance.

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TABLE 6.8-2 PLANNED DEVELOPMENT ZONING DISTRICTS -- USE REGULATIONS SCHEDULE																
Blank = Not PermittedA = Accessory Use Only.....C = Conditional Use..... D = Development Review Committee.....P = Permitted Use.....S = Special Permit																
Use Type	PUD				MAPD	MCPD	MXPD				MUPD				FLEX	Notes (Sec. 6.4.4)
	Use Zone				Land Use Category	Use Zone	Land Use Category				Land Use Category				Flex Zone	
	CR	OS & R E C	R E S	C I V/P	C O M		MU	NC	OC	CC	MU	NC	OC	CC	I N D	
Arena, auditorium or stadium																13
Assembly, nonprofit institutional							P			P						15
Assembly, nonprofit membership							P			P						15
Auction, enclosed																16
Auction, outdoor																16
Automotive paint or body shop																17
Automotive service station																18
Bed and Breakfast							P			P						20
Bioinformatics							P			P						19.1
Bioscience, light							P			P						19.2
Broadcasting studio							P			P						
Building supplies, retail																
Building supplies, wholesale																
Campground																21
Car wash and auto detailing							C			C						23

TABLE 6.8-2 PLANNED DEVELOPMENT ZONING DISTRICTS -- USE REGULATIONS SCHEDULE																
Blank = Not PermittedA = Accessory Use Only.....C = Conditional Use..... D = Development Review Committee.....P = Permitted Use.....S = Special Permit																
Use Type	PUD			MAPD	MCPD	MXPD			MUPD					FLEX	Notes (Sec. 6.4.4)	
	Use Zone			Land Use Category	Use Zone	Land Use Category			Land Use Category					Flex Zone		
	CR	OS & R E S C	C I V/P C O M	MC	M C	MU	NC	OC	CC	MU	NC	OC	CC	CR	I N D	
Catering service						P				P						24
Cemetery or mausoleum																25
Chipping and mulching																26
Church or place of worship						P			P							
College or university						P			P							
Communication panels and antennas, commercial						P			P							
Communication tower, commercial																27
Community vegetable garden						P			P							28
Congregate living facility, Type 1						P			P							30
Congregate living facility, Type 2						P			P							30
Congregate living facility, Type 3						P			P							30
Contractor's storage yard																31
Convenience store						C			C							32

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**TABLE 6.8-2
PLANNED DEVELOPMENT ZONING DISTRICTS --
USE REGULATIONS SCHEDULE**

Blank = Not Permitted A = Accessory Use Only C = Conditional Use
D = Development Review Committee P = Permitted Use S = Special Permit

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TABLE 6.8-2 PLANNED DEVELOPMENT ZONING DISTRICTS -- USE REGULATIONS SCHEDULE																
Blank = Not PermittedA = Accessory Use Only.....C = Conditional Use..... D = Development Review Committee.....P = Permitted Use.....S = Special Permit																
Use Type	PUD				MAPD	MCPD	MXPD				MUPD				FLEX	Notes (Sec. 6.4.4)
	Use Zone				Land Use Category	Use Zone	Land Use Category				Land Use Category				Flex Zone	
	CR	OS & R E C	R E S	C I V/P	C O M		MU	NC	OC	CC	MU	NC	OC	CC	CR	IND
Printing and copying services							P			P						
Recycling center																87
Recycling collection station																88
Recycling drop off bin							P		P							89
Recycling plant																90
Repair and maintenance, general																91
Repair services, limited							P		P							92
Restaurant, fast food							C		C							93
Restaurant, general							P		P							94
Restaurant, specialty							P		P							95
Retail sales, automotive accessories and parts							P		P							95
Retail sales, general							P		P							96
Retail sales, mobile or temporary							S		S							98
School, elementary or secondary							P		P							99
Security or caretaker quarters							P		P							

TABLE 6.8-2

PLANNED DEVELOPMENT ZONING DISTRICTS -- USE REGULATIONS SCHEDULE

Blank = Not Permitted A = Accessory Use Only C = Conditional Use D = Development Review Committee P = Permitted Use S = Special Permit

	PUD	MAPD	MCPD	MXPD	MUPD	FLEX	Notes (Sec. 6.4.4)
	Use Zone	Land Use Category	Use Zone	Land Use Category	Land Use Category	Flex Zone	
Use Type	OS & RES C	C O M	MC	MU NC OC CC	I N D CR CC MU NC OC CC	E Z E C I	
Self-service storage							100
Shade House							101
Single-family dwelling							102
Stable, commercial							104
Stable, private							105
Stable, equestrian type two							104
Stable, equestrian type one							105
Storage, indoor agricultural							107
Storage, outdoor agricultural							107
Theater, Indoor				C			109
Theater, Drive-in							
Towing service and storage							
Townhouse				P			110
Transportation facility							
Upholstery shop				P			
Utility, minor				P			111

**TABLE 6.8-2
PLANNED DEVELOPMENT ZONING DISTRICTS --
USE REGULATIONS SCHEDULE**

Blank = Not Permitted A = Accessory Use Only C = Conditional Use
D = Development Review Committee P = Permitted Use S = Special Permit

[illegible]

1 **SECTION 3.** Should any section, paragraph, sentence, clause, or phrase of this
2 Ordinance conflict with any section, paragraph, clause or phrase of any prior Wellington
3 Ordinance, Resolution, or municipal Code provision, then in that event the provisions of
4 this Ordinance shall prevail to the extent of such conflict.

5 **SECTION 4.** Should any section, paragraph, sentence, clause, or phrase of this
6 Ordinance be declared by a court of competent jurisdiction to be invalid, such decision
7 shall not affect the validity of this Ordinance as a whole or any portion or part thereof, other
8 than the part so declared to be invalid.

9
10 **SECTION 5.** The provisions of this Ordinance shall become effective immediately
11 upon adoption.
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1 **PASSED** this ____ day of _____, 2010 upon first reading.

2

3 **PASSED AND ADOPTED** this ____ day of _____ 2010, on second
4 and final reading.

5

6 **WELLINGTON**

7

FOR

AGAINST

8

9

BY: _____

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Darell Bowen, Mayor

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Dr. Carmine A. Priore, Vice Mayor

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Lizbeth Benacquisto, Councilwoman

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Matt Willhite, Councilman

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Howard K. Coates, Jr., Councilman

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ATTEST:

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BY: _____

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Awilda Rodriguez, Clerk

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**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

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BY: _____

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Jeffrey S. Kurtz, Esq., Attorney

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TO: Mayor and Council

FROM: Marty Hodgkins, Strategic Planning & Economic Development

SUBJECT: Creation of the Mixed Use Planned Development District

DATE: February 22, 2010

I. BACKGROUND

Ordinance No. 2010 – 08 creates the ***Mixed Use Planned Development District (MXPDP)*** as a new zoning district within Wellington's Land Development Regulations (LDRs). The ordinance is based on the adopted "Mixed Use" Future Land Use Element of Comprehensive Plan. A copy of that element of the Comprehensive Plan is provided in Attachment 1.

A principal intent of this district is to implement the "Village Center" concept of the "Economic Development Initiative" (EDI) endorsed by the Council in 2009. The proposed zoning district is intended to provide a vehicle for the following:

1. to encourage redevelopment of existing commercial centers within "Old Wellington," principally those centers located at key intersections of Forest Hill Boulevard, Wellington Trace, or Greenview Shores Boulevard; and
2. to provide a vehicle for vacant parcels with either a "Mixed Use" or "Community Commercial" Future Land Use Map (FLUM) designation.

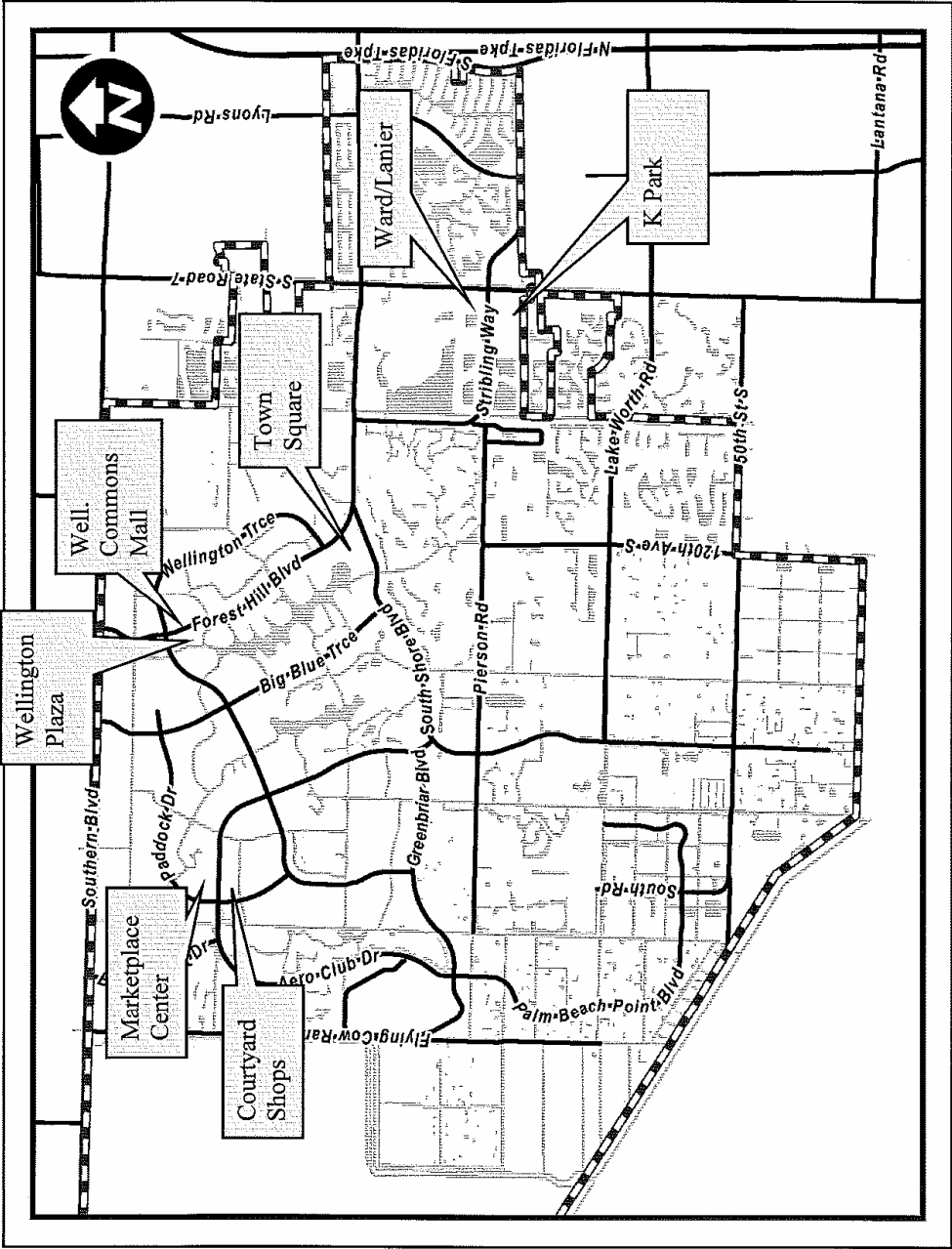
As drafted, the MXPDP is intended to encourage the development or redevelopment of economic centers with a variety of office, commercial, institutional, and residential uses. If adopted, Wellington will have an "off the shelf" zoning district that: (a) encourages a mix of uses; (b) provides a clear outline for a current or future property owner on how to develop or redevelop property within Wellington; and (c) avoids the time and effort necessity of creating an appropriate zoning district "on the run" to meet what could be a specific request by a potential property

The proposed ordinance is intended to be proactive: drafted to be utilized at the request of a current or future property owner; it is not intended to rezone any property until such an application is received. In reality, there exist a limited number of sites where this zoning district probably could be utilized, and these sites are summarized in Table 1. This does

not prohibit a current or future owner of property not listed in Table 1 from making an application for approval of a Community Commercial or Mixed Use Future Land Use Map designation and to rezone property to the MXPDP zoning district. (Note: The inclusion of K Park in Table 1 indicates only the site possesses the potential for development as an MXPDP and does not indicate a policy or recommendation to support use of the site for mixed used development purposes.)

Table 1. POTENTIAL SITES FOR LOCATION OF FUTURE MXPDP ZONING DISTRICTS •N=North •S=South •E=East •W=West •DU=Dwelling Unit •SF=Square Feet				
Parcel/ Project Name	Parcel Location	Future Land Use Map (FLUM)	# of Acres (+/-)	Status/Comments
Courtyard Shops at Wellington	Intersection of Forest Hill Boulevard & Wellington Trace	Community Commercial	18	• 129,000 SF Existing Commercial
K Park	• S side of Pierson Road • W side of SR 7	• Institutional/ Public Facilities (63 acres) • Community Commercial (6 acres)	68	• Vacant (62 Acre Park Site) • Vacant (6 Acre Commercial Site) • Requires Council approval for a change to ownership
Town Square Shopping Center	Intersection of Forest Hill and South Shore Boulevards	Community Commercial	14	• 120,000 SF Existing Commercial
Ward/Lanier (2 Separate Parcels)	• N side of Pierson Road • W side of SR 7	• Residential (140 acres) • Community Commercial (20 acres)	160	• 220 Residential DUs Approved/Unbuilt • 140,000 SF Retail & Office Approved/Unbuilt
Wellington Commons Mall	Intersection of Forest Hill Boulevard & Wellington Trace	Community Commercial	12	• 1289,000 SF Existing Commercial
Wellington Marketplace Center	Intersection of Wellington Trace & Greenview Shores Boulevard	Community Commercial	19.5	• 186,000 SF Existing Commercial
Wellington Plaza	Intersection of Forest Hill Boulevard & Wellington Trace	Community Commercial	16.5	• 156,000 SF Existing Commercial

Potential MXPD Sites



There is a major benefit a property owner can achieve if the MXPD zoning district is utilized in conjunction with the Mixed Use Future Land Use Map (FLUM) designation: the Department of Community Affairs (DCA) will allow a project with the Mixed Use comprehensive plan designation to be approved with a specific level of density/intensity. This can be very important to both a property owner and to Wellington. Normally, DCA will approve a FLUM map amendment only if the **maximum** predicted development impacts, including traffic concurrency, water capacity, sewer capacity, etc., are estimated and the applicant can prove there is adequate capacity to serve all impacts from development.

The Mixed Use Future Land Use Map designation requires a project's proposed "maximum development potential," including both density (number of dwellings/residents) and intensity (number of square feet), be included as part of the project approval – rather than the project approval being based upon the overall maximum density/intensity that could be developed. This allows a property owner to establish a development ceiling and allows Wellington to have a clear and concise understanding of the impact of the proposed project and the types of uses to be contained within a proposed project.

The use of the Mixed Use FLUM designation also benefits Wellington in another manner: there are actually six separate categories within the overall Mixed Use FLUM designation. If an applicant requests a specific Mixed Use category, the Council can change the requested category to a less intense category. This change can occur as granting a FLUM amendment is a legislative rather than a quasi-judicial action, and the Council possesses a great deal of discretion when the action is legislative in nature.

As part of the EDI, the MXPD zoning district is intended to help foster creation of a number "family sustaining" jobs located within Wellington; in addition, the mix of uses also is intended to help create or re-establish centers of neighborhood and community activity. Like the Medical Arts Planned District, the MXPD district concept is to assist with creation of increased property values. Furthermore, future redevelopment will be controlled by an overall master plan that hopefully will replace the existing, older commercial centers, rather than allowing piecemeal development or redevelopment of a center. The overall master plan contemplates integration of the following features:

- architectural and site design;
- pedestrian and bicycle circulation;
- creation of an overall focus or focal point for each center as an overall pedestrian amenity; and
- creation of central solid wastes, utilities and delivery service areas in locations to minimize impacts on adjacent residences.

II. PROPOSED MIXED USE PLANNED DEVELOPMENT DISTRICT

The text of the proposed Mixed Use Planned Development District is presented in Ordinance No. 2010 – 08. Principal elements in the proposed draft are summarized in Table 2.

III. RECOMMENDATION BY PLANNING, ZONING AND ADJUSTMENT BOARD

The PZAB, on February 3, 2010, voted unanimously to recommend approval of the proposed MXPDP planning development district, subject to two amendments. The two amendments recommended by PZAB are summarized below.

- **Industrial Use Category:** Delete the Industrial use category for any MXPDP not located on a state-designated highway. The reason for this recommendation is to avoid the potential for a MXPDP with an industrial use that is located within the “Old Wellington” area, where the potential redevelopment sites are located directly adjacent to residential use.
- **Office and Commercial Use Categories:** Eliminate an inconsistency between two provisions regarding the number of uses required within a MXPDP. Table 6.8.8-24 requires a minimum of 10% of **both** Commercial and Offices uses; this is not consistent with Sec. 6.8.8.J.1, which allows **either** a Commercial or an Office use, but not both. PZAB recommends that a both uses be required when a project is located on 30 or more acres.

Staff supports both amendments recommended by PZAB.

IV. RECOMMENDATION BY STAFF

Strategic Development and Economic Development staff recommends approval of proposed Ordinance No. 2010 – 08, including the two amendments recommended by PZAB, as described in Section III above. Those two changes are reflected in Ordinance No. 2010-08.

TABLE 2.
SUMMARY OF PRINCIPAL ELEMENTS –
MIXED USE PLANNED DEVELOPMENT DISTRICT (MXPD)

SECTION	PAGE #/ LINE #	PROPOSED TEXT	COMMENTS/QUESTIONS
6.8.8.A	1/18	Provides the MXPD is consistent w/the Mixed Use and Community Commercial Future Land Use Map designations.	None.
6.8.8.B	2/144	Requires a MXPD to be approved as a Planned Development District.	None.
6.8.8.C	2/5	Allows an application for MXPD to be considered for expedited permitting.	None.
6.8.8.E	2/9	Retains the current number and type of uses permitted within the existing Mixed Use comprehensive plan category.	As recommended by PZAB, this section has been amended to delete the Industrial category as a permitted use within a MXPD, unless located on a state-designated highway.
6.8.8.G	4/12	Retains current types of MXPDs (Types I – IV).	None.
6.8.8.H	5/7	Retains current "Planned Development District" Standards.	None.
6.8.8.H/ Table 6.8.8-24	5/22	Table 6.8.8-24 requires a minimum of 10% of both Commercial and Offices uses; this is not consistent with Sec. 6.8.8.J.1, which allows either a Commercial or an Office use, but not both.	As recommended by PZAB, this section has been amended to change Sec. 6.8.8.J.1 to require both Commercial and Office uses when required by Table 6.8.8-24 when a MXPD project consists of at least 30 acres.
6.8.8.I	6/13	Retains requirement for providing a minimum percentage of a specific land use as provided in Table 6.8.8-24.	None.

SECTION	PAGE #/ LINE #	PROPOSED TEXT	COMMENTS/QUESTIONS
6.8.8.J.1	2/31	Table 6.8.8-24 requires a minimum of 10% of both Commercial and Offices uses; this is not consistent with Sec. 6.8.8.J.1, which allows either a Commercial or an Office use, but not both.	Change 6.8.8.J.1 to require both Commercial and Office uses when required by Table 6.8.8-24?
6.8.8.J.2	6/22	Retains current language regarding maximum density within MXPDS, as provided in Table 6.8.8-25.	None.
6.8.8.J.3	6/27	Retains current language regarding residential use within a Type III MXPDP: at least 25% of residential uses must be integrated non-residential structures.	None.
6.8.8.J.K	8/1	Retains current language regarding calculating maximum density within the various types of MXPDS, as indicated in Table 6.8.8-26.	None.
6.8.8.O	8/21	Retains current language regarding minimizing adverse impacts on adjacent properties.	None.
6.8.8.P.	10/11	Retains current language regarding establishment of the "maximum development threshold" for a proposed MXPDP.	None.
6.8.8.S	10/31	Retains current method for identifying the "maximum development threshold" for a proposed MXPDP.	None.
6.8.8.T	11/16	Establishes overall design concepts to be integrated within a proposed MXPDP.	Establishes the basic concepts, including mix of uses, minimum ground floor uses, and architectural style and design requirements.
6.8.8.U	14/1	Provides method for amendments to an approved MXPDP.	Recognizes the different methods to amend an approved MXPDP. The basis for the difference between the two land use categories is the requirement that a MXPDP with a Mixed Use FLUM designation requires review by DCA when the amendment is considered to be significant.

Attachment 1.
Mixed Use Future Land Use Map Category:
Future Land Use Element – Wellington Comprehensive Plan

MIXED USE FUTURE LAND USE MAP DESIGNATION**POLICY 1.3.24. MIXED USE**

The Mixed Use designation is designed for new development or redevelopment of existing sites which and is characterized by a variety of integrated land use types. The intent of the district is to provide for a mixture of uses on single parcels in order to develop or redevelop sites which are sensitive to the surrounding uses, obtain the desired character of the community, and ensure the availability of capacity of public facilities to serve proposed developments. This designation is also intended to foster infill development, to deter urban sprawl and to lessen the need for additional vehicular trips through the internalization of trips within a neighborhood or project. The minimum criteria established below are to be used for development of sites designated Mixed Use.

1. Mixed use developments shall include a minimum of two of the following land uses described in this element. The types of land uses within a mixed use development are the following:

Residential.

The residential land use category shall include any combination of the following dwelling types: assisted living facility; community residential home, congregate living facility, dormitory, duplex, loft or residences above ground floor, multifamily, nursing home or convalescent facility or townhouse.

Commercial.

The commercial land use category means those establishments providing a variety of uses, including the following: entertainment, hotel or motel or bed and breakfast inn, offices, personal services, restaurants, retail sales and rental, and similar types of activities.

Office.

The office land use category means a building or buildings used primarily for conducting the affairs of or the administration of a business, organization, profession, service, industry or similar activity.

Industrial.

The industrial land use category means those establishments engaged in a variety of light industrial uses, including assembly of computers or electronics and similar types of equipment, biomedical and medical research facilities, laboratories, manufacture of products not involving raw or processed food or hazardous materials, or similar types of objectionable materials, medical laboratories, and research and development activities and offices related to such uses.

Institutional and Public Facilities.

The institutional and public facilities land use category means land utilized for a public purpose, without regard to ownership, including colleges and universities, cultural facilities such as museums and art galleries, governmental offices and facilities, places of worship, public or private schools and technical or vocational schools, congregate residential facilities including assisted living facility,

community residential home, congregate living facility, dormitory, nursing home, or convalescent facility.

Parks.

The parks land use category means land owned or operated by a governmental entity offering the general public an opportunity to participate in a variety of active, equestrian, passive or similar recreational activities.

Conservation.

The conservation land use category shall mean land permanently dedicated for preservation of environmental, conservation, and natural resources, including public or private lands protecting such resources.

Open Space.

The open space land use category shall mean land permanently dedicated as common open space within a mixed use development, including recreation and water management tracts.

2. A mixed use development shall contain not less than the minimum number of land uses indicated in Table 1.3.24.1.

**Table 1.3.24.1
Minimum Number of Land Uses in a Mixed
Use Development**

3. A single mixed use shall not occupy more than 60% of site area proposed for a mixed use development, and land allocation shall comply with the minimum and maximum requirements established in Table 1.3.24.2.

Number of Acres	Minimum Number of Land Uses
5 - 10	2
More than 10 -30	3
More than 30	4

4. For the purposes of providing more clearly defined types of projects which integrate a variety of uses, the following types of mixed use development are established. Each application for a comprehensive plan amendment shall specify the type of Mixed Use development that is requested.
 - A. Mixed Use Type I means a project that may utilize the complete range of uses permitted by the Mixed Use future land use map designation, including the use of 100 percent of project area for determining maximum residential density.
 - B. Mixed Use Type II means a project that may utilize the complete range of uses permitted by the Mixed Use future land use map designation but with a somewhat reduced maximum residential density, and the use of 100 percent of residential project area and 100 percent of area for designated for parks, open space and conservation for determining maximum residential density.
 - C. Mixed Use Type IIA means a project that may utilize the complete range of uses permitted by the Mixed Use future land use map designation but with a more reduced maximum residential density, and the use of 100 percent of residential project area and 100 percent of area for designated for parks, open space and conservation for determining maximum residential density.
 - D. Mixed Use Type III means a project that may utilize the complete range of uses permitted by the Mixed Use future land use map designation but with a reduced

Table 1.3.24.2
Minimum Number of Land Uses in a Mixed Use Development

Land Use	Land Use Allocation Per Mixed Use Type									
	Type I		Type II and Type IIA		Type III		Type IV		Type V	
• Residential	10%	60%	10%	60%	10%	60%	0%	0%	0%	0%
• Commercial	10%	60%	10%	60%	10%	60%	10%	60%	10%	60%
• Industrial	0%	60%	0%	60%	0%	60%	0%	60%	0%	60%
• Institutional & Public Facilities	0%	60%	0%	60%	0%	60%	0%	60%	0%	60%
• Office	10%	60%	10%	60%	10%	60%	10%	60%	10%	60%
• Parks	0%	60%	0%	60%	0%	60%	0%	60%	0%	60%
• Conservation	0%	60%	0%	60%	0%	60%	0%	60%	0%	60%
• Open Space	0%	60%	0%	60%	0%	60%	0%	60%	0%	60%

maximum residential density and the use of 100 percent of residential project area determining maximum residential density.

- E. Mixed Use Type IV means a project that that excludes multifamily residential use but allows other uses permitted by the Mixed Use future land use map designation, and the use of 100 percent of residential project area for determining maximum residential density for such uses as assisted living facilities, community residential homes, congregate living facilities, dormitories, hotel/motel establishments, and nursing and convalescent facilities.
 - F. Mixed Use Type V means a project that excludes residential uses but allows other uses permitted by the Mixed Use future land use map designation.
5. The minimum land area for a mixed use development shall be 5 acres and the maximum land area shall be 60 acres.
 6. The minimum and maximum percent of land allocation indicated in Table 1.3.24.2 shall be based upon the total site area.
 7. Within a Type III Mixed Use development least 25 percent of all residential dwellings or residential units shall be integrated into the structures associated with a commercial, industrial, or office land use parcels, including such dwellings as loft apartments associated with nonresidential uses, above ground floor units associated with nonresidential uses, or residential or transient units integrated into the ground floor of predominantly nonresidential structures. The density of such units shall be determined as provided in Table 1.3.24.3.

8. The following are additional standards affecting land allocations for the Mixed Use designation:
- A. When required by the specific type of Mixed Use development, a residential land use not required for parcels less than five acres.
 - B. Either Commercial or Office land use required as an element of mixed use development, but not both.
9. The maximum residential density within a mixed use development shall be consistent with Table 1.3.24.3.

**Table 1.3.24.3
Maximum Residential Density**

Mixed Use Category		Maximum Residential Density		
		5 – 10 Acres	10 – 30 Acres	30 – 60 Acres
Type I	MF	8 Units/Acres	10 Units/Acre	12 Units/Acre
	ALF ¹	16 Residents/Acre	16 Residents/Acre	16 Residents/Acre
	CRH ²	16 Residents/Acre	16 Residents/Acre	16 Residents/Acre
	CLF ³	16 Residents/Acre	16 Residents/Acre	16 Residents/Acre
	Dormitory	16 Residents/Acre	16 Residents/Acre	16 Residents/Acre
	N/CLF ⁴	16 Residents/Acre	16 Residents/Acre	16 Residents/Acre
Type II	MF	6 Units/Acres	8 Units/Acre	10 Units/Acre
	ALF	12 Residents/Acre	12 Residents/Acre	12 Residents/Acre
	CRH	12 Residents/Acre	12 Residents/Acre	12 Residents/Acre
	CLF	12 Residents/Acre	12 Residents/Acre	12 Residents/Acre
	Dormitory	12 Residents/Acre	12 Residents/Acre	12 Residents/Acre
	N/CLF	12 Residents/Acre	12 Residents/Acre	12 Residents/Acre
Type IIA	MF	4 Residents/Acre	6 Residents/Acre	8 Residents/Acre
	ALF	8 Residents/Acre	10 Residents/Acre	12 Residents/Acre
	CRH	8 Residents/Acre	10 Residents/Acre	12 Residents/Acre

¹ ALF means Assisted Living Facility.

² CRH means Community Residential Home.

³ CLF means Congregate Living Facility.

⁴ N/CLF means Nursing/Convalescent Facility.

Mixed Use Category		Maximum Residential Density		
		5 – 10 Acres	10 – 30 Acres	30 – 60 Acres
	CLF	8 Residents/Acre	10 Residents/Acre	12 Residents/Acre
	Dormitory	8 Residents/Acre	10 Residents/Acre	12 Residents/Acre
	N/CLF	8 Residents/Acre	10 Residents/Acre	12 Residents/Acre
Type III	MF	2 Units/Acre	2 Units/Acre	2 Units/Acre
	ALF	3 Residents/Acre	3 Residents/Acre	3 Residents/Acre
	CRH	3 Residents/Acre	3 Residents/Acre	3 Residents/Acre
	CLF	3 Residents/Acre	3 Residents/Acre	3 Residents/Acre
	Dormitory	3 Residents/Acre	3 Residents/Acre	3 Residents/Acre
	N/CLF	3 Residents/Acre	3 Residents/Acre	3 Residents/Acre
Type IV	MF	Multifamily Dwelling Units Not Permitted		
	ALF	16 Residents/Acre	16 Residents/Acre	16 Residents/Acre
	CRH	16 Residents/Acre	16 Residents/Acre	16 Residents/Acre
	CLF	16 Residents/Acre	16 Residents/Acre	16 Residents/Acre
	Dormitory	16 Residents/Acre	16 Residents/Acre	16 Residents/Acre
	N/CLF	16 Residents/Acre	16 Residents/Acre	16 Residents/Acre
Type V	Residential and Congregate Uses Not Permitted			

10. The percentage of property that can be utilized for calculating residential density is indicated in Table 1.3.24.4.

Table 1.3.24.4
Land Area Used for Calculation of Residential Density

Number of Acres or Type of Use	Area Used for Calculation of Density per Mixed Use Type				
	Type I	Type II and Type IIA	Type III	Type IV	Type V
5 – 10 acres	100% of Parcel Size	<ul style="list-style-type: none"> • 100% of area for residential use • 100% of area for Parks, Open Space & Conservation Use 	<ul style="list-style-type: none"> • 100% of area for residential use • Not less than 25% of total site area with integrated residential and nonresidential uses 	None: Multifamily Housing Not Permitted	
More than 10 -30 acres	100% of Parcel Size	Same as 5 – 10 Acre Category	Same as 5 – 10 Acre Category		
More than 30 acres	100% of Parcel Size	Same as 5 – 10 Acre Category	Same as 5 – 10 Acre Category		
Assisted Living Facility	100% of Parcel Size	Same as 5 – 10 Acre Category	Same as 5 – 10 Acre Category	100% of area for residential use	None: Not Permitted
Community Residential Home	100% of Parcel Size	Same as 5 – 10 Acre Category	Same as 5 – 10 Acre Category	100% of area for residential use	None: Not Permitted
Congregate Living	100% of Parcel Size	Same as 5 – 10 Acre Category	Same as 5 – 10 Acre Category	100% of area for residential use	None: Not Permitted
Dormitory	100% of Parcel Size	Same as 5 – 10 Acre Category	Same as 5 – 10 Acre Category	100% of area for residential use	None: Not Permitted
Hotel/Motel	100% of Parcel Size	Same as 5 – 10 Acre Category	Same as 5 – 10 Acre Category	100% of area for transient residential use	100% of area for transient residential use
Nursing or Convalescent Facility	100% of Parcel Size	Same as 5 – 10 Acre Category	Same as 5 – 10 Acre Category	100% of area for residential use	None: Not Permitted

11. The maximum building coverage shall be 35%.
12. The maximum floor area ratio shall be 40%, except the maximum floor area ratio for the parks and conservation land use categories shall be 5%.
13. The individual uses, buildings or parcels within mixed use developments shall include interconnecting pedestrian ways and plazas.
14. The individual uses, buildings or pods within mixed use developments shall, if applicable, include site planning, design and compatibility features which minimize adverse impacts on adjacent uses, such as the following:
 - A. locate parks, conservation areas or preserves adjacent to abutting residential zoning districts;
 - B. locate open spaces, including water management features, adjacent to abutting residential zoning districts;
 - C. limit the height of nonresidential buildings to not more than two floors when adjacent to residential zoning districts;
 - D. locate all freestanding residential uses or development adjacent to all residential zoning districts;
 - E. locate dumpsters, recycling and similar facilities away from adjacent residential zoning districts;
 - F. require permanent structural or nonstructural screening adjacent to all residential zoning districts; and
 - G. ensure site and security lighting does not spillover into adjacent residential zoning districts.
15. Each application for a Mixed Use future land use designation shall include and specify the maximum development threshold proposed for a particular site. For the purposes of the Mixed Use category, the term "maximum development threshold" means the total potential development that can be established within a mixed use development, including all residential and nonresidential uses. Each application shall be subject to each of the policies listed below.
 - A. On the future land use map each parcel with a Mixed Use designation parcel shall include reference to site specific Future Land Use Element policies applicable to that parcel.
 - B. In the text of the Future Land Use Element site specific policies, limitations and restrictions applicable to each mixed use parcel shall be adopted as part of an amendment to the Future Land Use Map.
 - C. Each application for the Mixed Use designation shall be submitted as a regular comprehensive plan and future land use map amendment, subject to review by the Department of Community Affairs, even if the application could be considered by the Village as a small scale comprehensive plan amendment.
 - D. Each application for the Mixed Use designation shall include a conceptual master plan to specify maximum development threshold, specifying types of uses, density, intensity and impacts of development proposed for a particular site.

- E. A maximum development threshold for each property with a Mixed Use designation shall be established within the site specific policies, limitations and restrictions. The maximum development threshold shall include the following measures of density or intensity:
- (1) identification of each type of mixed use land use category (e.g. residential, commercial, industrial, institutional, etc.);
 - (2) identification of the maximum number of square feet, or other applicable type of measurement such as number of students, for each nonresidential use to be established;
 - (3) establishment of a maximum number of dwellings to be constructed;
 - (4) establishment of number of residents permitted;
 - (5) establishment of number of units permitted;
 - (6) identification of dwelling unit types to be constructed; and
 - (7) identification of other specific development limitations such as building height, building location, building design, natural resources protection, etc.
- F. Substantive change to specific policies, limitations and restrictions applicable to each parcel with the Mixed Use land use designation are considered a regular comprehensive plan amendment, subject to review by the Department of Community Affairs. A substantial change shall be defined as:
- (1) an addition or reduction of land area in excess of one acre, except for governmental purposes;
 - (2) an increase in the maximum development threshold;
 - (3) elimination of a land use category;
 - (4) addition of a land use category, except for governmental purposes such as a public school or public park; or
 - (5) change in the distribution of land use categories that exceeds 5% of the maximum development threshold assigned to a category, and
 - (6) measurement of the percentage of change shall be based upon the approved development threshold, including the number of residents permitted, the number of dwelling units permitted, the number of gross square feet of nonresidential use, or other similar measurement.